



**Corporation of the Town of Ingersoll
Council Agenda
Regular Meeting of Council
Town Centre, Council Chambers
Monday, August 13, 2018
Closed Session 5:30 p.m., Open Session at 6:30 p.m.**

Call to Order

Disclosures of Pecuniary Interest

Closed Session 5:30 p.m.

- 1) Section 239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose
- 2) Minutes of Closed Session Meeting on July 9, 2018
- 3) Minutes of Closed Session Meeting on July 24, 2018

Consent Agenda

Items listed under the Consent Agenda are considered routine or no longer require further discussion and are enacted in one motion. The exception to this rule is that a Council Member may request for one or more items to be removed from the Consent Agenda for separate discussion and vote.

August 13, 2018 – [Consent Agenda](#)

Resolution – Committee of the Whole (Councillor Petrie)

Special Staff Reports

- 1) Utilization of additional Reserve funds for the Campaign to Stop the Dump and unanticipated legal activities [A-028-18](#)
- 2) Canadian Young Leaders Delegation to Taiwan and Ontario's Intelligent Manufacturing Mission to Taiwan [A-029-18](#)
- 3) Rural Economic Development Program Grant Application [A-030-19](#)
- 4) Minor Variance to By-law 13-4720 (Fence By-Law) 95 Walker Road [B-018-18](#)
- 5) Pool Admission Standards [CS-025-18](#)
- 6) Temporary Road Closure [CS-026-18](#)
- 7) Free Public Skate and Community Swim [CS-027-18](#)
- 8) Butternut Woods Trail [CS-028-18](#)
- 9) Thomas Ingersoll Trail Extension [CS-029-18](#)
- 10) Operating Budget Variance Report for 6 Months of 2018 [T-018-18](#)

11) 2017 Audited Financial Statements and Auditors' Report

[T-019-18](#)

Minor Variance Application - Public Meeting 7:00 pm

- 1) Minor Variance A-04-18, Daniel Frank Corbin, 43 Hollingshead Road
 - a) [CP 2018-237](#)

Zone Change Application - Public Meeting

- 1) Zone Change ZN 6-18-01 Jose Luis A. Diaz, 158 Charles Street

Delegations & Presentations

Correspondence & Resolution

Consideration of By-Laws

- 1) [By-Law 18-5013](#) - to authorize a Subdivision Agreement between Oak Country Homes Limited, the Corporation of the Town of Ingersoll and the County of Oxford
- 2) [By-Law 18-5014](#) – to authorize a Subdivision Agreement between Reeves Land Corporation, the Corporation of the Town of Ingersoll and the County of Oxford
- 3) [By-Law 18-5015](#) - to provide for the governing and regulation of traffic and parking (Chatfield Street & Town Centre Parking Lot)
- 4) [By-Law 15-5016](#) - to amend 17-4926 (establish three new Building Permit Fees)
- 5) [By-Law 18-5017](#) – to adopt and confirm all actions and proceedings

Notice of Motions

Upcoming Council Meetings

Regular Meeting of Council
Monday, September 10, 2018, 6:00 p.m.
Town Centre, Council Chambers

Council Committee Meetings

Please check the events calendar at www.ingersoll.ca in the event of changes to Committee meeting dates and times.

Harvest Festival

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

Ingersoll BIA

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

Safe Cycling Committee

2nd Thursday of the Month
Town Centre, JC Herbert Room
6.30pm

Youth Committee

1st Tuesday of the Month
Town Centre, JC Herbert Room
4:30 p.m.

Recreational Trails Committee

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

Transportation Committee

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

Museum Committee

3rd Thursday of the Month

Cheese Museum

6:30 p.m.

Police Services Board

4th Monday of the Month

Town Centre, JC Herbert Room

6:00 p.m.

Adjournment



DEPARTMENT: Chief Administrative Officer

REPORT NO: A-028-18

COUNCIL DATE: August 13th, 2018

TITLE: Utilization of additional Reserve funds for the Campaign to Stop the Dump and unanticipated legal activities.

OBJECTIVE: There are two objectives of this report: first to seek Council's authorization to continue the campaign against the landfill approval, and secondly to transfer additional funding from the legal reserve to meet the challenges of some unanticipated legal actions that the Town has found itself involved with.

BACKGROUND: Council is fully aware that it is expending considerable effort in both time and resources to fight the approval of the Walker/Carmeuse Dump.

In June it extended its contract with the public relations firm of Campbell Strategies to continue its efforts in lobbying the government to stop the dump proposal. There has been some significant momentum gained in this effort, primarily with Demand the Right strategy which has gained over 70 municipalities endorsing the right for Municipalities to determine the question of landfills within their jurisdictions. Some notable supporters are the Region of Waterloo, the City of Thunder Bay, the City of Hamilton and the Region of Peel. Support continues to flow in.

In an effort to maintain or even ramp up the pressure on the newly elected Conservative Government our consultants are organizing a Demand the Right event in Ottawa at AMO. The 2018 administration budget for Promotion has now been expended. Staff are seeking Council's authorization to utilize additional funds from the Reserve to cover the continued lobbying efforts.

Additionally, the Town has been drawn into a number of legal issues that were not known when the budget was established. Council is aware of the issues, including Southside developments and human resources.

Staff are seeking authorization to utilize additional funds from the Legal Reserve should it be necessary.

ANALYSIS: Staff are continuing to monitor their approved budgets and as noted in the financial statement reports, the Town is on track for year end. However, staff would like the flexibility with Council approval to draw on additional reserves should it be likely that additional expenditures would lead to a year end deficient.

The Legal fund reserve at start of year had a balance of \$544,984. The budget included a draw on that reserve of \$250,000.00 to deal with the requirements of the Dump fight and general legal expenses. Budgeting to leave a balance of \$294,984 at year end.

The administration promotion budget was established at \$21,500, which for all intents and purposes been used.

Staff are seeking permission to draw an additional \$50,000 from the reserve for anticipated additional legal and dump expenses, and \$25,000 to offset additional promotional expenses related to the dump opposition.

The purpose of reserves is to be able to adequately respond to unforeseen issues as they arise.

Funds would only be withdrawn should they been deemed necessary at year end by the Director of Finance/Treasurer.

INTERDEPARTMENTAL IMPLICATIONS: There are no direct implication to other departments or activities of the Town.

FINANCIAL IMPLICATIONS: Monies have been established over the last five years to oppose the approval of the Walker Dump. As noted \$544,984 was available at the start of the year to finance these activates. Even with the additional expenditures approximately \$220,000 would remain for future needs.

The additional transfer of funds would only be drawn on, should the Treasurer deem it necessary for year end.

RECOMMENDATION: THAT the Council of the Corporation of the Town of Ingersoll receive report A-028-18 as information.

AND FURTHER THAT Council authorize the Treasurer to utilize an additional \$75,000.00 from the Legal Fund Reserve at year end, if deemed necessary, to finance expenditures in relation to opposition of the Walker/Carmeuse Dump.

Prepared by: William J. Tigert, Chief Administrative Officer

ATTACHMENTS: None



DEPARTMENT: Administration - Economic Development

REPORT NO: A-029-18

COUNCIL MEETING DATE: August 13, 2018

TITLE: Canadian Young Leaders Delegation to Taiwan and Ontario's Intelligent Manufacturing Mission to Taiwan

OBJECTIVE

To provide an update to Council regarding the recent Canadian Young Leaders Delegation to Taiwan and to participate with the Province of Ontario's Intelligent Manufacturing Mission to Taiwan.

BACKGROUND

In June the Economic Development Officer participated in the Canadian Young Leaders Delegation to Taiwan. The trip was sponsored by the Taiwanese Economic and Cultural Office in Canada and all major expenses (airfare, hotel, meals, and transportation) were paid by the Taiwanese Government. Other members of the delegation were from Halifax, Fredericton, Toronto, Ottawa, and Vancouver and had backgrounds in military, government, private enterprise, and post-secondary students.

Delegates were able to tour cultural facilities and meet with government organizations. These are some highlights:

- Toured National Palace Museum where 3,000,000 artifacts were moved from Mainland China to Taiwan and pieces from 8,000 years of ancient Chinese imperial artifacts are stored and displayed.
- Met with Eugene Chien Ambassador at Large of Taiwan Institute for Sustainable Energy. Taiwan collects garbage 5 days per week and the trucks play music similar to an ice cream truck to let people know they're there. They have extended producer/importer responsibility for waste. One company uses plastic & coffee

grounds to produce sports jerseys. Taiwan will be going from 4% to 20% renewable energy.

- Met with Joseph Hua from Mainland Affairs Council. Taiwan has nearly 100% trade dependence and a \$573 Billion US\$ GDP, the 22nd largest economy in the world with \$24,000 per capita. They export \$317 Billion US\$. Taiwan's relationship with Mainland China is contentious where China is forcing unification.
- Met with Chien-Yuan Tseng, Yao-Meng-Chang, Eric Yi-Hung-Chiou, and Chang Jen-Chich to discuss the Chinese/Taiwanese relationship. Taiwan is extremely dependent on China for trade and looking to diversify. Taiwan has freedom of speech, freedom of information, and is a democracy.
- Toured Taipei Rapid Transit Corporation to see how trains, subways, buses etc. are managed on a daily basis in Taipei.
- Toured Taipei 101 Financial Centre, which was the tallest building in the world in 2004, but has since dropped to 10th. The tower is designed to withstand typhoons and earthquakes. The building features a tuned mass damper designed by RDWI from Guelph Ontario that is designed to help withstand winds and earthquakes.
- Met with Nick K. Ni Chief Secretary with the Bureau of Foreign Trade to discuss Canadian/Taiwanese trade and relations including the CP TPP.
- Met with Shiou-Jen Wu, Director General at Gender Equality Committee of the Executive Yuan where we discussed how advanced Taiwan is including offering maternity leave, advancing women's rights and equality, and being the first in Asia to recognize same sex marriage.
- Attended a luncheon hosted by Ms. Regine H.J. Chen, Deputy Director General of the Department of North American Affairs, Ministry of Foreign Affairs where several Canadians including business owners, the General Manager of the Canadian Chamber of Commerce and the Director of the Canadian Trade Office in Taipei attended.
- Toured George Leslie Mackay residence, Oxford College and Alethia University. George Leslie Mackay was born near Embro and became the first Foreign Missionary of Canadian Presbyterian Church to Taiwan. He returned to Oxford County in 1881 to raise money to start Oxford College. There is also a hospital named in his honour in Taiwan.
- Toured National Dr. Sun Yat-Sen Memorial Hall. Dr. Sun Yat-Sen was the founding father of the Republic of China and overthrowing the Qing Dynasty.
- Attended a briefing with Michael McCulloch at the Canadian Trade Office in Taipei. Delegates and Mr. McCulloch discussed Taiwan/China relations from a Canadian perspective, as well as trade opportunities with Taiwan. Discussed working with CTOT to attract foreign direct investment to Ingersoll and the SOMA region.
- Met with Indigenous People Cultural Foundation and Toured TV Station modeled after Aboriginal Peoples Television Network (APTN) Canada. Discussed Aboriginal issues in Taiwan and Canada.
- Toured Taipei World Trade Centre, a very large trade show venue.

- Met with Ms. Chiung-Ya Chang, CEO, Asia Silicon Valley Development Agency (ASVDA). It's an incubator style project with over 13,000 Taiwanese tech companies engaged.
- Delegates toured the Pier-2 Art Centre, a revival of old fishing port buildings into a vibrant art centre.
- Toured Kaoshiung Harbor, the 13th largest port in cargo throughput.
- Tour of I-Ride Experience Centre, Brogent Technologies Inc. the company that developed the Fly Over Canada Experience.
- Visited Wenzao Ursuline University of Languages, held discussions about the education system in Taiwan and Canada, met with students and faculty.
- Met with the Kaohsiung City Government, had a demonstration by the Amis indigenous people, made millet, and discussed working with them to attract foreign direct investment to Ingersoll and the SOMA region.
- Toured the Kaohsiung Main Public Library
- Toured Longshan Temple and neighbouring area
- Toured the National Chiang Kai-shek Memorial Hall. Chiang Kai-shek was the leader of the Republic of China from 1928-1975.

The Province of Ontario in cooperation with the Canadian Trade Commissioner Service in Taiwan is organizing an Intelligent Manufacturing Mission to Taiwan in September 2018.

Taiwan is the world's fourth-largest exporter of machine tools, behind Germany, Japan and Italy. It is also among the top 10 exporters of rubber and plastic, textile and woodworking machinery. With the well-established supply chain of Taiwan's precision industry, Taiwan is home to some 13,000 machinery factories that employ about 470,000 people. The production value of Taiwan's machinery industry reached approximately NT\$950 billion (US\$29.2 billion) in 2016 and is projected to register an annual growth rate of about 5 percent this year.

Taiwan has a strong manufacturing sector thanks to the rapid growth in high-tech segments including semiconductor, IT, communications and opto-electronics. Currently, the local machine tool industry has quickly adjusted to the needs of high-tech industries. If local companies were able to raise their technological standards, they will become the primary source of supply to local high-tech companies and jointly create new opportunities that benefit one another. Overall, the growth of Taiwan's machine tool industry lies more in the high-tech industry than in the traditional manufacturing sector, allowing them to explore products with higher margins.

As of the end of September 2017, Taiwan had invested in 101,000 projects amounting to US\$2 billion in upgrading local manufacturing to intelligent manufacturing.

Success in Industry 4.0 requires expertise in sophisticated machinery development and information and communications technology -- two fields that are among Taiwan's greatest strengths.

Staff would be participating in this trip with our SOMA partner St. Thomas. This mission would be paid by interested participants, so Ingersoll would need to pay for staff participation. Staff estimate the costs to be \$5,000. The mission would take place from September 15 to 22, 2018.

ANALYSIS

Through the Young Leaders Delegation to Taiwan, staff made contacts in Taiwan that indicated an interest, and willingness to assist with a trade mission to attract foreign direct investment to Ingersoll. Staff are working with the Taiwan Economic and Cultural Office in Canada, Canadian Trade Office in Taipei, and Kaohsiung City Economic Development Department among others to organize meetings beyond the Provincial itinerary with companies that have an interest in investing in Southwestern Ontario. Taiwan will be partnering on the CP TPP with Canada which should provide great benefit to companies to expand to Canada. Participating in trade missions with the Province will raise the profile of the SOMA region and the Town of Ingersoll. Staff will be marketing the Industrial Land on Clark Road among other opportunities. Taiwan could be included on future SOMA Asian trade missions.

INTERDEPARTMENTAL IMPLICATIONS

Growth and development has an impact on all departments across the Town. Growth provides new assessment, brings jobs and investment. Often provides opportunities for existing businesses or attracts other commercial supporting activities.

Growth can also impact infrastructure development and require the Town to look at servicing constraints and prioritization to service that new development.

FINANCIAL IMPLICATIONS

Although there is no identified budget for staff to participate in the Trade Mission. However staff are confident that funds can be reallocated within the approved departmental budget to accommodate the expenditure.

Staff will be responsible to ensure that the overall approved budget will be complied with.

RECOMMENDATION

THAT the Council of the Corporation of the Town of Ingersoll receives report numbered A-029-18 as information;

AND FURTHER THAT the Council for the Town of Ingersoll and authorizes staff to reallocate \$5,000 within the approved 2018 Economic Development Department Budget to participate in the Ontario Intelligent Manufacturing Mission to Taiwan.

Prepared by: Curtis Tighe, Economic Development Officer
Approved by: William Tigert, Chief Administrative Officer



DEPARTMENT: Economic Development

REPORT NO: A-030-18

COUNCIL MEETING DATE: August 13, 2018

TITLE: Rural Economic Development Program Grant Application

OBJECTIVE

To receive permission from Council to apply for a Rural Economic Development (RED) Grant for Downtown WIFI and Directional Signage.

BACKGROUND

At the July 9th, 2018 meeting of Council, Council approved the staff request to allocate the provincial Downtown Revitalization funding to the Community Improvement Plan (CIP) and reallocate the \$50,000 that was originally assigned to the CIP. Staff are recommending that Council apply for matching funding for the \$50,000 that was originally allocated to the Community Improvement Plan for Downtown WIFI and Directional Signage.

Staff have been investigating the opportunity to provide free WIFI to visitors and to reduce Downtown merchants' monthly internet bills. Staff's vision is to have a WIFI network that will blanket the Downtown and Central Commercial area with a strong WIFI signal that will be free for visitors to access so that visits and duration of visits to the Downtown increase. Parallel to the free network would be a secure WIFI network that merchants could access to use their point of sale purchase machines, receive email, and normal internet activity. Users of large amounts of data would still need their own separate connections, but the vast majority of Downtown businesses would benefit.

Staff are also investigating a directional signage project that would direct visitors to the Downtown, as well as facilities such as the Arena, soccer fields, Victoria Park Community Complex, et cetera. This would be tied in to the grant application for funding as well.

The deadline for applications to the RED program is September 28, 2018. Staff will release the RFP as soon as possible to have quotes back for the grant application.

ANALYSIS

The grant application would be to provide the funds required for the purchase and set up of the equipment required for WIFI. Staff have prepared a request for proposal to be released that would ask respondents to propose sources of funding for ongoing maintenance, monthly service, and technical assistance of the network. Potential funding sources are having merchants pay a monthly fee for access to the secure network at a savings from having their own service, having free WIFI users view advertisements in order to access the internet, or both. Respondents will be asked to provide estimates of ongoing costs and revenue estimates to offset these costs. The project will be managed by the successful respondent and not by Town staff.

These projects would only proceed if the Town is successful in its grant application to RED or another similar grant.

INTERDEPARTMENTAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

Potentially receiving matching funding in the amount of \$50,000.

RECOMMENDATION

THAT Council receives this report A-030-18 as information;

AND THAT Council directs staff to apply for a RED Grant in the amount of \$50,000 to fund the Downtown WIFI and Directional signage projects.

ATTACHMENTS:

<https://www.ontario.ca/page/rural-economic-development-program-guidelines>

Prepared by: Curtis Tighe, Economic Development Officer
Approved by: William Tigert, Chief Administrative Officer



DEPARTMENT: BUILDING

REPORT NO: B-018-18

COUNCIL MEETING DATE: August 13, 2018

TITLE: Minor Variance to By-law 13-4720 (Fence By-Law) 95 Walker Road

OBJECTIVE

To provide Council with information regarding a requested variance to the Town of Ingersoll Fence by-law 13-4720 for 95 Walker Road.

BACKGROUND

The Town received a complaint regarding a fence being constructed at the corner of Walker Road and Fuller Drive, upon investigation it was noted that the fence being constructed did not comply with the Town of Ingersoll's fence by-law for site triangle and height requirement setbacks. The owner was advised of the non-compliance and has since requested a variance to the fence by-law.

ANALYSIS

Section 2.3 (c) of the by-law states:

"No person shall erect or maintain any fence that is erected in such a manner as to obstruct visibility to drivers or pedestrians entering, exiting, crossing or approaching a driveway, roadway, lane way or walkway."

Section 2.4 (c) of the by-law states:

"Every person shall ensure that the subject fence is constructed following the on-site review of an existing registered survey or completion of a survey to appropriately delineate the property boundary(ies) and/or set the distance from the property boundary(ies) to ensure construction of the fence on the appropriate property or boundary line."

Section 3.7 (f) of the by-law states:

"No person shall erect or maintain a fence on a corner lot in a residential zone that exceeds 0.6 metres (2 feet) if less than 1.5 metres (5 feet) from the exterior side lot line."

Section 3.7 (j) of the by-law states:

“No person shall erect or maintain a fence on a corner lot in a residential zone that exceeds 0.6 metres (2 feet) in height within a corner visibility triangle or driveway visibility triangle”

Reference to section 5.24 of the Town of Ingersoll zoning by-law is used for the definition of site triangle

“On a corner lot within the triangular space formed by the street lines and a line drawn from a point on one street line to a point in the other street line, each point being 9 metres (29.5 ft.), measured along the street line from the point of intersection of the street lines.

The proposed height of the fence at 95 Walker Road is 6 (six) feet tall and is less than 5 (five) feet from the resident’s property line which does not conform to setback requirements and is located within the driveway visibility triangle for 78 Fuller Drive.

In this matter, the resident has already cemented fence posts along the exterior side lot line that are 0.06 metres (2 inches) and 0.02 metres (less than 1 inch) from the property line and has erected a 6 (six) foot fence along the interior side yard.

FINANCIAL IMPLICATIONS

None

RECOMMENDATION

THAT the Council of the Corporation of the Town of Ingersoll receives report numbered B-018-18 as information.

AND FURTHER THAT Council does not approve the variance requested at 95 Walker Road for relief from by-law 13-4720 and that the owner relocate the fence to a minimum of 1.5 metres (5 feet) from the exterior side lot line.

ATTACHMENT

Letter requesting the variance and accompanying photos provided by the owner.

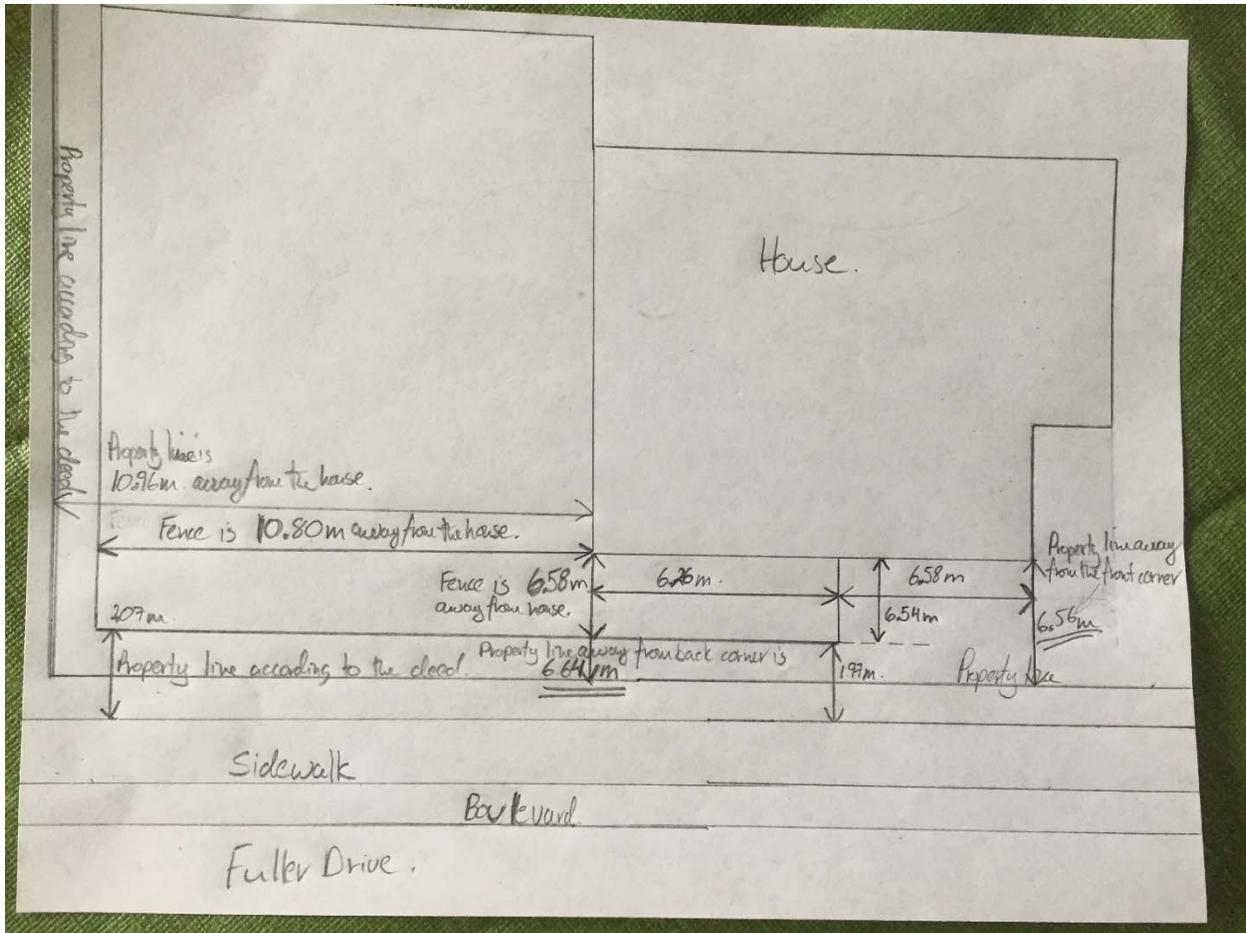
Prepared by: Shannon Vanderydt, Chief Building Official

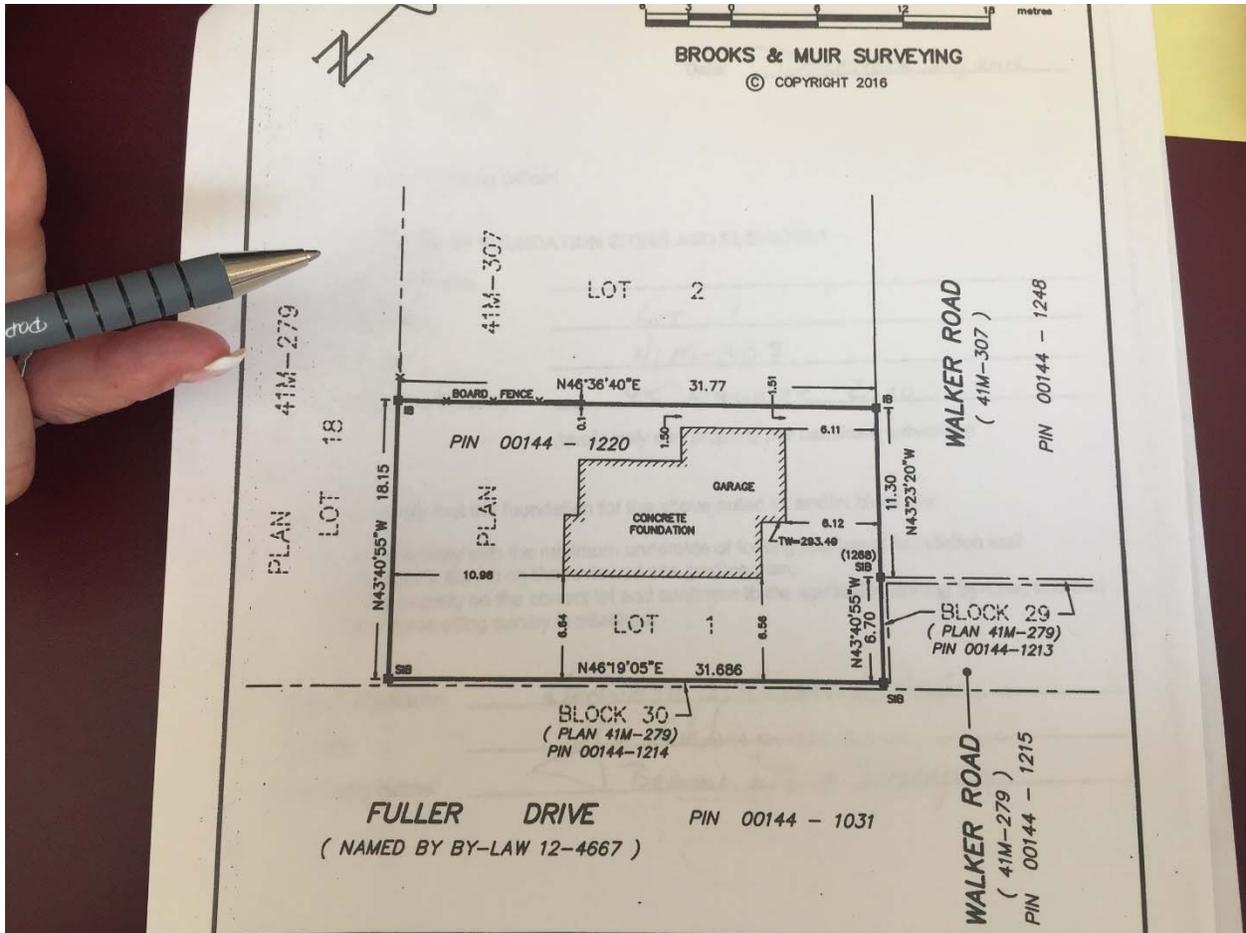
Approved by: William Tigert, CAO

To whom this may concern,

My name is Simon Pach I reside at 95 Walker Road in Ingersoll Ontario N5C0A6 I recently have put up a fence and without realizing I put it up a little bit past my own property line. The by law states that I was suppose to put up the 5 feet away from my property line. I'm sending you this request for leniency on this by law. The fence does not interfere with anything and it doesn't seem like it causing any obstruction to the view of traffic. My neighbour Sam Horton who resides at 78 Fuller Drive has no objections to the fencing what so ever. I have driven around town and different townships and seen some fences closer to sidewalks than mine as much as a foot away. I don't know wether that is actually their by law or the people are breaking the by law rules. I have spoken to a few people around here and some said that certain fences have grand fathered in as well after the new by law came into effect. If possible I would like to be exempt from this law because I do pay my property taxes and i would like to gain full range of my own back yard. I don't mean this in any ill will but I also find it a little bit unfair that I have to move the fence 5 feet in and loose out of my back yard and having to pay property taxes in the meanwhile. Like I said before I do not mean this in any mean way I'm just stating my own opinion in this matter. I'm fully aware of rules and regulations and I try to abide by them. This was indeed my own mistake I should have read the proper information presented to me more carefully. Please consider this if possible thank you for your time.

Sent from my iPhone







DEPARTMENT: Community Services

REPORT NO: CS-025-18

COUNCIL MEETING DATE: Monday August 13, 2018

TITLE: Pool Admission Standards

OBJECTIVE: To provide Council with information on provincial pool admission standards that came into effect as of July 1st, 2018.

BACKGROUND

As of July 1st, 2018 the Community Services Department implemented a band system to ensure provincial standards in regards to pool admittance are strictly followed. Patrons have been asking a lot of questions in regards to the new regulations so I felt it would be beneficial for council to be informed on the new admission standards.

ANALYSIS

None

INTERDEPARTMENTAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

None

RECOMMENDATION

That the council for the Town of Ingersoll receives report CS- 025-18 as information.

ATTACHMENTS

- 1) Victoria Park Community Pool Admission Standards

2) How Does The Provincial Swim Admission Standards Apply To Me?

Prepared by: Kim McCrystal, Manager of Aquatics
Kyle Stefanovic, Director of Community Services

Approved by: William Tigert, CAO

HOW DOES THE PROVINCIAL SWIM ADMISSION STANDARDS APPLY TO ME?

EXAMPLE ONE

Grandma takes her three grandchildren swimming, ages 5, 7 and 10.

Policy:

5 year old - red band, 2:1 ratio.

7 year old - yellow band, 4:1 ratio or 8:1 with life jackets.

10 year old - green band, no swim test but guardian required.

Explanation: Provincial standards dictate that we must comply with the guardian to patron ratio that corresponds with the lowest aged patron in the group. As a result, Grandma COULD NOT take her three grandchildren swimming alone, she would need another guardian (12+ years) so that she complies with the 2:1 ratio of the red banded (5 years of age or less) patron.

*10 year old can swim unaccompanied in the pool, however they require a guardian present in the facility. Grandma does not qualify as the guardian as she is the guardian for the 2:1 ratio. If Grandma were to be the guardian of the 10 year old, the 5 year old would now be in a 3:1 ratio which would be in violation of the regulation.

EXAMPLE TWO

Mom takes her 5 children swimming, ages 4, 6, 8, 10 and 12.

Policy:

4 year old - red band 2:1 ratio

6 & 8 year old - yellow band 4:1 or 8:1 with life jackets

10 year old - green band, no swim test but guardian required

12 year old - no band, considered a guardian in the pool

Explanation:

Provincial standards dictate that we must comply with the guardian to patron ratio that corresponds with the lowest aged patron in the group which in this scenario would be 2:1. As a result, the mom and her children CAN go swimming. The mother would count as one guardian, the 12 year old would count as a second guardian, allowing for a 2:1 ratio for the 4 remaining children.

QUESTIONS?

519-425-1181

RECMGMT@INGERSOLL.CA

WWW.INGERSOLL.COM



LIFESAVING SOCIETY®

The Lifeguarding Experts

Provincial standards dictate that we must comply with the guardian to patron ratio that corresponds with the lowest aged patron in your group. I.e. if you have a 5 year old or less in your group, you must comply with the 2:1 ratio. If you have a 6-9 year old in your group, you must comply with the 4:1 non-life jacket or 8:1 with life jackets. If a guardian has reached the maximum patron to guardian ratio of their group, they may not be the guardian for any other patrons under 12 years old inside or outside of the pool.

Ingersoll
Community Services

Victoria Park Community Pool

Admission Standards

RED BAND - 5 YEARS OF AGE OR UNDER

- Children 5 years of age or under may not be admitted to the swimming pool unless they are accompanied by a parent/guardian who is responsible for their direct supervision (within arm's reach)
- One parent/guardian required per two children.

YELLOW BAND - 6 – 9 YEARS

- Yellow bands are to be worn by children who are between 6 and 9 years of age.
- Must be accompanied by a parent/guardian that is responsible for their direct supervision (in the same area of the pool).
- Ratio is a maximum of 4 bathers to 1 parent/guardian. Ratio may be increased to 8:1 if lifejackets are worn by all yellow band swimmers.

GREEN BAND - 6 - 11 YEARS

- Children 6-9 years of age who are able to pass the facility swim test may be admitted to the pool unaccompanied but must have a guardian present.
- **Swim test** = swim 2 widths of the pool with face in the water using a comfortable breathing pattern
- Children 6-9 years of age will be required to take the facility swim test each visit if they want to receive a green band.
- **10-11 years of age** may be admitted to the pool unaccompanied, no swim test required, green band required. Must have a guardian present.

NO Band Required- 12 Years+

- 12+ years of age considered as a guardian in the pool, no swim test, no band required.
- Guardians are responsible for the children in their care while in the facility and must directly supervise the children at all times.



DEPARTMENT: Community Services

REPORT NO: CS-026-18

COUNCIL MEETING DATE: Monday August 13, 2018

TITLE: Temporary Road Closure

OBJECTIVE: To request council approval to barricade the parking spaces in front of the gazebo at Heritage Square for separate special events requested in August, September, and October.

BACKGROUND

The Kiwanis Hot Dog Day is scheduled for Friday August 31st, at 11:30-1:30pm. They will have free hot dogs, pop, and water. They are requesting to have the 4 parking spaces in front of the gazebo barricaded.

The #sollgood social market is scheduled for Thursday August 16th, Thursday September 20th, and Thursday October 18th from 6:00-9:00pm. They will have vendors of unique/handmade/artisan or vintage things, local food, and great live music. They are requesting to have the 3 parking spaces directly out front of Heritage Square barricaded off to save room for food trucks.

ANALYSIS

None

INTERDEPARTMENTAL IMPLICATIONS

With approval, request will be sent to Public Works to be fulfilled.

FINANCIAL IMPLICATIONS

None

RECOMMENDATION

THAT the council for the Town of Ingersoll receives report CS- 026-18 as information;

AND THAT Council approves the temporary closures of the parking spots in front of Heritage Square on: a) August 31st for Kiwanis Hot Dog Day and B) August 16th, September 20th, and October 18th for #sollgood Market.

ATTACHMENTS: None

Prepared by: Kyle Stefanovic, Director of Community Services

Approved by: William Tigert, CAO



DEPARTMENT: Community Services

REPORT NO: CS-027-18

COUNCIL MEETING DATE: Monday August 13, 2018

TITLE: Free Public Skate and Community Swim

OBJECTIVE: To request Council approval to discount or for all fees to be waived for the community swim and public skate during the week of Sept 10, 2018 – Sept 16th, 2018.

BACKGROUND

United Way Oxford provides Fusion with \$72,000 annually in donations. The organization is holding its annual Community Kick Off the week of September 10th. The theme this year is "Local Love" and United Way is requesting to spread some of that local love in Ingersoll. They will be holding kick offs in Woodstock, Ingersoll and Tillsonburg to get the community excited about the things United Way Oxford is doing this year locally. They have already scheduled the following events across the County during the kick off week: the Town of Tillsonburg will be holding a half price family swim and Woodstock YMCA is holding a free family swim.

United Way Oxford has requested hosting either a free or discounted family skate or swim in the Town of Ingersoll during the week of September 10, 2018 – September 16, 2018.

ANALYSIS

As United Way Oxford provides financial support to the Town of Ingersoll Fusion Centre; offering the free or discounted family skate or swim would be a good opportunity to be a part of their Community Kick Off.

INTERDEPARTMENTAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

None

RECOMMENDATION

THAT the council for the Town of Ingersoll receives report CS- 027-18 as information

AND THAT Council approves the discounting or waiving of fees for the community swim and public skates during the week of Sept 10, 2018 – Sept 16th, 2018.

ATTACHMENTS

Prepared by: Kyle Stefanovic, Director of Community Services

Approved by: William Tigert, CAO



DEPARTMENT: Community Services

REPORT NO: CS-028-18

COUNCIL MEETING DATE: Monday August 13, 2018

TITLE: Butternut Woods Trail

OBJECTIVE: To provide council with information regarding the Butternut Woods Trail Development.

BACKGROUND

The Butternut Woods was the parkland dedication for the Sifton Harris view Development. Upper Thames River Conservation Authority has been conducting tree assessments in the woods since the land came under Town ownership. Upper Thames River Conservation Authority also recently just completed a vegetation analysis of the woods and recommend where a trail should be established. A map outlining the proposed trail is attached to this report.

ANALYSIS

Discussion in regards to the trail on school board property is still on going and may slightly alter the trail that is proposed on Town Lands. Staff is recommending that council approve the trail development on Town Lands as indicated and allow for slight modifications depending on the results of the school board discussions.

INTERDEPARTMENTAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

\$40,000 was allocated in the 2018 Capital Budget for Trail Development.

RECOMMENDATION

THAT the council for the Town of Ingersoll receives report CS- 028-18 as information

AND THAT Council approves the Butternut Woods Trail Development on Town Lands as indicated.

ATTACHMENTS

Butternut Woods Trail Map

Prepared by: Kyle Stefanovic, Director of Community Services

Approved by: William Tigert, CAO

Butternut Woods Trail System

Legend

-  Wet Depression
-  Existing Trail
-  Proposed Trail
-  Caffyn St Woodlot
-  Property Parcels



0 25 50 75 100 Metres

UPPER THAMES RIVER
CONSERVATION AUTHORITY





DEPARTMENT: Community Services

REPORT NO: CS-029-18

COUNCIL MEETING DATE: Monday August 13, 2018

TITLE: Thomas Ingersoll Trail Extension

OBJECTIVE: To provide council with information regarding the Thomas Ingersoll Trail Extension

BACKGROUND

The lands and paved trail surrounding the Sifton Harrisview storm water management pond just came under Town ownership. The paved around the storm water management pond dead ends on both the north and east side.

ANALYSIS

Due to the trail dead ending on either side the Ingersoll Recreational Trails committee has recommend connecting the paved storm water management pond to the bridge over the creek by the cheese museum through Centennial Park. Where the trail dead ends on the east side of the paved trail the Recreational Trails committee recommends the development of a trail extension along the north side of the storm water management pond which is existing town lands. The Recreational Trail committee is currently review quotes for these extension which will be discussed at their August meeting.

INTERDEPARTMENTAL IMPLICATIONS

None

FINANCIAL IMPLICATIONS

\$40,000 was allocated in the 2018 Capital Budget for Trail Development.

RECOMMENDATION

THAT the council for the Town of Ingersoll receives report CS- 029-18 as information

AND THAT Council approves the Thomas Ingersoll Trail extension as indicated.

ATTACHMENTS

Thomas Ingersoll Trail Head Map
Proposed Extension Map

Prepared by: Kyle Stefanovic, Director of Community Services

Approved by: William Tigert, CAO



map

0 11 21 Meters
NAD_1983_UTM_Zone_17N

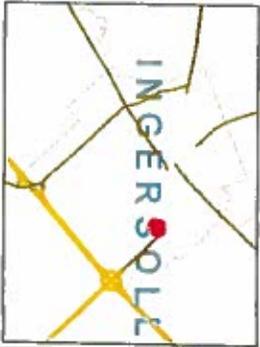


Legend

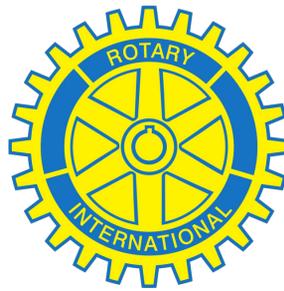
Notes

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.

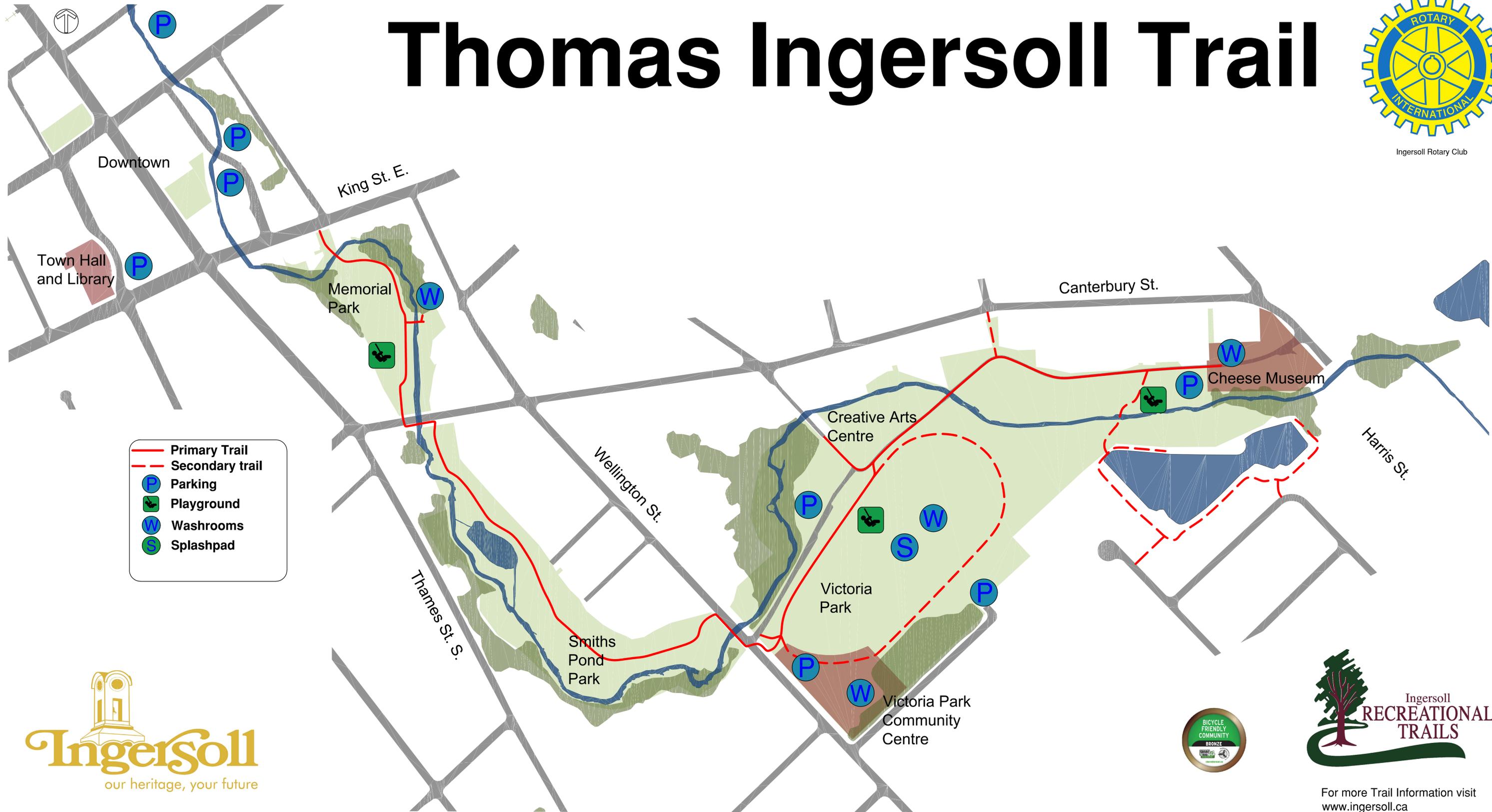
July 10, 2018



Thomas Ingersoll Trail



Ingersoll Rotary Club



- Primary Trail
- - - Secondary trail
- P Parking
- Playground
- W Washrooms
- S Splashpad



For more Trail Information visit www.ingersoll.ca

Festival of Lights Route: 1st Week of December to 1st Week of January



DEPARTMENT: Treasury

REPORT NO: T-018-18

COUNCIL MEETING DATE: August 13th, 2018

TITLE: Operating Budget Variance Report for 6 Months of 2018

OBJECTIVE

To provide Council with a financial review of operations for the first six months of 2018.

BACKGROUND

A review of the Town's financial operations for the six months ended June 30, 2018 was completed to ensure that actuals are within budget.

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 responsibility of departments to remain within budget by adjusting expenditures as necessary to ensure a balanced year-end position.

Significant variances include the following:

Revenues

With respect to the overall corporate revenues, the Town report a favourable \$139K variance. Highlights contributing to the variance include higher than projected interest revenue (\$50K), unanticipated donations from businesses and community groups (\$43K) and the sale of the Carnegie Library building (\$43K).

Unfavourable \$25K variance in program revenues is mainly due to a decrease in adult and youth participation in specialty classes including yoga, karate, boot camps etc.

Expenses

Department Report No. T-018-18
Regular Meeting of Council
August 13, 2018

Favourable \$73K variance in salaries, wages and benefits for various departments. 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 timing of new hires.

Unfavourable \$19K variance in insurance expenses is entirely attributed to timing differences in recording of expenditures and quarterly budget.

Unfavourable \$19K variance in snow removal and sanding is due to a longer winter and above average snow falls in the first four months of the year. The deficit is projected to the end of the year and will be funded from the Winter Control Reserve as required. In addition, adjustments to expenditures through vacancy management and spending constraints will continue to be made to ensure a balanced year-end position.

Other variances including utilities, marketing and promotion, buildings repair and maintenance, Public Works materials, and equipment usage are due to 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.

INTERDEPARTMENTAL IMPLICATIONS

The report was circulated to all departments for review and comments.

FINANCIAL IMPLICATIONS

Outlined in the attached report.

RECOMMENDATION

That Council receive for information the Operating Budget Variance Report for the 6 months ended June 30th, 2018.

ATTACHMENTS

Operating Budget Variance Report for the 6 months Ended June 30, 2018

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 6 Months Ended
June 30, 2018**

Town of Ingersoll
6 Months Ended June 30, 2018

Summary All Departments by Revenue/Expense Grouping

	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)	2018	2018
	1	2	3	4=3-2	5	6=5-2
CLERKS ADMIN & COUNCIL	106,856	117,304	110,530	(6,774)	209,025	91,721
CHIEF ADMINISTRATIVE OFFICER	264,324	272,009	283,259	11,250	296,590	24,581
CLERKS						
ADMINISTRATION	162,813	199,056	247,704	48,648	531,325	332,269
ANIMAL CONTROL	(3,089)	(2,970)	(2,222)	748	6,700	9,670
PARKING	8,958	6,661	9,306	2,645	23,000	16,339
PARATRANSIT	31,460	17,161	18,664	1,503	45,910	28,749
DOWNTOWN IMPROVEMENT	--	--	--	--	--	0
TREASURY						
ADMINISTRATION	360,840	417,358	442,712	25,354	1,102,127	684,769
TAXATION	(7,164,708)	(14,312,670)	(14,268,969)	43,701	(13,938,777)	373,893
INFORMATION TECHNOLOGY	148,740	150,433	153,042	2,609	286,635	136,202
BUILDING INSPECTION						
INSPECTION	(129,462)	(25,440)	(18,158)	7,282	0	25,440
PROPERTY STANDARDS	15,703	8,664	10,383	1,719	20,050	11,386
TOWN CENTRE	29,526	15,874	34,294	18,420	185,633	169,759
PUBLIC BUILDINGS - OTHER	(1,694)	3,382	(3,507)	(6,889)	39,910	36,528
FIRE						
ADMINISTRATION	336,222	370,134	392,836	22,702	1,017,348	647,214
FACILITY	38,745	40,584	36,839	(3,745)	16,488	(24,096)
POLICE						
ADMINISTRATION	996,646	985,245	968,349	(16,896)	2,345,049	1,359,804
FACILITY	(41,349)	(40,040)	(36,607)	3,433	3,752	43,792
ENGINEERING						
ADMINISTRATION	161,285	170,605	188,370	17,765	1,921,405	1,750,800
EQUIPMENT	(2,861)	(1,598)	(2,289)	(691)	0	1,598
STREET LIGHTING	102,544	106,341	103,636	(2,705)	272,000	165,659
TRAFFIC SIGNALS	5,066	4,107	6,835	2,728	15,000	10,893
PUBLIC WORKS						
ADMINISTRATION & EQUIPMENT	67,645	105,794	99,765	(6,029)	288,123	182,329
FACILITY	22,247	24,226	37,525	13,299	65,747	41,521
BRIDGES & CULVERTS	2,319	2,929	2,249	(680)	12,960	10,031
ROADSIDE MAINTENANCE	121,128	152,106	114,991	(37,115)	270,790	118,684
SURFACE MAINTENANCE	77,116	63,482	76,056	12,574	297,670	234,188
ROADS, SIDEWALKS & PARKING LOTS	109,181	82,879	106,027	23,148	263,220	180,341
WINTER CONTROL	254,910	309,206	318,359	9,153	442,330	133,124
ENVIRONMENTAL SERVICES	38,629	34,598	50,266	15,668	121,042	86,444
PARKS AND ARENA						
ADMINISTRATION	77,753	66,357	68,529	2,172	151,635	85,278
ARENA	75,358	66,951	63,313	(3,638)	422,794	355,843
PARKS	170,290	207,159	232,528	25,369	667,730	460,571
PARKS PROGRAMS	(1,219)	9,476	13,674	4,198	75,460	65,984
CAMI PARKS / SUZUKI HOUSE	58,651	55,046	52,898	(2,148)	157,004	101,958
VICTORIA PARK COMMUNITY CENTRE						
ADMINISTRATION	74,581	45,381	40,629	(4,752)	91,845	46,464
AQUATICS	34,964	38,810	46,853	8,043	136,887	98,077
FITNESS	(13,520)	7,336	8,174	838	28,303	20,967
GENERAL PROGRAMS	(7,702)	(3,991)	(11,347)	(7,356)	58,188	62,179
FACILITY	276,888	234,461	255,708	21,247	1,025,387	790,926
YOUTH CENTRE						
FACILITY	37,376	48,791	50,723	1,932	101,906	53,115
GENERAL PROGRAMS	101,965	102,771	138,973	36,202	449,790	347,019
MUSEUMS						
FACILITY	5,238	7,192	9,388	2,196	33,050	25,858
PROGRAMS	58,227	64,906	72,233	7,327	169,294	104,388
ECONOMIC DEVELOPMENT	86,516	85,170	106,138	20,968	269,675	184,505
	<u>(2,844,895)</u>	<u>(9,686,763)</u>	<u>(9,371,341)</u>	<u>315,422</u>	<u>--</u>	<u>9,686,763</u>

Town of Ingersoll
6 Months Ended June 30, 2018

Summary All Departments by Revenue/Expense Grouping

	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	4=3-2 fav (unfav)	5	6=5-2
REVENUE						
SALE OF GOODS OR SERVICES	(52,735)	(47,547)	(35,907)	11,640	(100,955)	(53,408)
PERMITS/LICENSES	(242,598)	(133,843)	(123,861)	9,982	(206,300)	(72,457)
ICE RENTAL	(99,602)	(97,021)	(101,446)	(4,425)	(231,343)	(134,322)
RENT / LEASES	(103,074)	(113,195)	(105,511)	7,684	(197,867)	(84,672)
USER FEES	(155,936)	(150,709)	(141,268)	9,441	(247,760)	(97,051)
MEMBERSHIPS	(61,996)	(64,522)	(58,947)	5,575	(130,614)	(66,092)
RECOVERIES	(28,253)	(25,056)	(27,048)	(1,992)	(120,650)	(95,594)
COUNTY RECOVERY	(67,392)	(70,485)	(70,490)	(5)	(329,278)	(258,793)
TAXATION	(7,232,521)	(14,329,621)	(14,334,777)	(5,156)	(14,578,777)	(249,156)
INTEREST / DIVIDENDS	(229,810)	(259,866)	(209,273)	50,593	(599,600)	(339,734)
GRANTS / SUBSIDIES / REBATES	(65,451)	(101,714)	(107,536)	(5,822)	(156,475)	(54,761)
LAND SALES	(50,619)	(43,280)	0	43,280	0	43,280
PROGRAM REVENUES	(146,597)	(136,397)	(161,323)	(24,926)	(280,995)	(144,598)
DONATIONS / FUNDRAISING	(94,420)	(127,420)	(84,402)	43,018	(166,224)	(38,804)
INTERNAL (REVENUE) EXPENSE	0	0	0	0	0	0
	<u>(8,631,006)</u>	<u>(15,700,675)</u>	<u>(15,561,789)</u>	<u>138,886</u>	<u>(17,346,838)</u>	<u>(1,646,163)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	2,958,888	3,021,859	3,095,096	73,237	6,812,211	3,790,352
ADMINISTRATIVE EXPENSE	36,773	45,746	47,067	1,321	126,233	80,487
OPERATING EXPENSE	62,439	107,771	99,324	(8,447)	188,035	80,264
COMMUNICATIONS	42,606	41,745	45,070	3,325	117,776	76,031
INSURANCE EXPENSE	97,295	119,954	100,755	(19,199)	222,430	102,476
UTILITIES - HYDRO	247,668	226,241	247,601	21,360	673,134	446,893
UTILITIES - NATURAL GAS	52,392	68,976	59,915	(9,061)	105,050	36,074
UTILITIES - WATER	31,069	30,800	39,774	8,974	111,700	80,900
SUPPLIES	21,784	24,869	24,904	35	63,200	38,331
PROGRAM EXPENSES	84,339	58,581	72,320	13,739	144,927	86,346
MEETINGS, CONFERENCES, TRAINING	49,704	50,885	62,368	11,483	126,655	75,770
FUEL / TRANSPORTATION COSTS	38,834	53,629	46,367	(7,262)	107,510	53,881
PROFESSIONAL FEES	159,288	180,515	193,670	13,155	463,100	282,585
CONTRACTED SERVICES	48,808	74,114	71,068	(3,046)	178,230	104,116
PROPERTY TAX REFUNDS & ADJUSTMENTS	67,813	16,951	65,808	48,857	640,000	623,049
MARKETING & PROMOTION	30,076	48,335	50,274	1,939	153,135	104,800
GRANTS TO VOLUNTEER ORGANIZATIONS	44,750	45,875	45,346	(529)	100,075	54,200
REPAIRS & MAINTENANCE	14,823	12,089	19,130	7,041	44,787	32,698
LAND MAINTENANCE & IMPROVEMENT	11,058	40,937	32,609	(8,328)	50,700	9,763
EQUIP REPAIRS & MAINTENANCE	60,375	56,880	58,431	1,551	161,700	104,820
BLDG REPAIRS & MAINTENANCE	50,751	76,427	74,980	(1,447)	125,000	48,573
SNOW REMOVAL AND SANDING	23,792	49,906	31,239	(18,667)	45,700	(4,206)
MAINTENANCE CONTRACTS	97,319	99,734	99,274	(460)	148,048	48,314
LAND SALE EXPENSES	2,622	4,015	0	(4,015)	0	(4,015)
MATERIALS - PUBLIC WORKS	150,693	159,450	163,913	4,463	422,108	262,658
EQUIPMENT USAGE	19,863	27,826	66,625	38,799	94,655	66,829
TRANSFER TO BIA	38,198	0	0	0	78,000	78,000
TRANSFERS TO CEMETERY BOARD	50,000	75,000	75,000	0	133,194	58,194
	<u>4,594,022</u>	<u>4,819,108</u>	<u>4,987,928</u>	<u>168,820</u>	<u>11,637,293</u>	<u>6,818,185</u>
NET OPERATING REVENUE	<u>(4,036,984)</u>	<u>(10,881,567)</u>	<u>(10,573,861)</u>	<u>307,706</u>	<u>(5,709,545)</u>	<u>5,172,022</u>
OTHER						
O.P.P. CONTRACT	992,902	972,857	976,937	4,080	2,344,381	1,371,524
OMPF - ONT MUN PARTNER GRANT	(194,400)	(165,250)	(165,251)	(1)	(330,500)	(165,250)
TRANSFER FROM RESERVES & RES FUNDS	0	0	0	0	(328,449)	(328,449)
TRANSFER TO RESERVES & RES FUNDS	0	0	1,250	1,250	3,117,995	3,117,995
DEBENTURE PAYMENT	393,587	391,630	389,584	(2,046)	906,118	514,488
CAPITAL TAX LEVY REQUIREMENT	0	0	0	0	0	0
	<u>1,192,089</u>	<u>1,194,804</u>	<u>1,202,520</u>	<u>7,716</u>	<u>5,709,545</u>	<u>4,514,741</u>
	<u>(2,844,895)</u>	<u>(9,686,763)</u>	<u>(9,371,341)</u>	<u>315,422</u>	<u>--</u>	<u>9,686,763</u>

**Town of Ingersoll
6 Months Ended June 30, 2018**

DEPARTMENT: MAYOR & COUNCIL	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual		Annual	Remaining
	2017	2018	2018	fav (unfav)		Budget	Budget
	1	2	3	4=3-2		2018	2018
						5	6=5-2
REVENUE							
EXPENSE							
SALARIES, WAGES & BENEFITS	82,040	84,876	85,244	368		170,515	85,639
ADMINISTRATIVE EXPENSE	79	446	318	(128)		550	104
COMMUNICATIONS	735	1,280	1,073	(207)		4,500	3,220
PROGRAM EXPENSES	4,794	4,941	5,096	155		5,200	259
MEETINGS, CONFERENCES, TRAINING	14,127	19,958	16,149	(3,809)	(1)	19,660	(298)
FUEL / TRANSPORTATION COSTS	--	1,226	--	(1,226)		1,800	574
MARKETING & PROMOTION	5,082	4,577	2,650	(1,927)		10,600	6,023
	<u>106,856</u>	<u>117,304</u>	<u>110,530</u>	<u>(6,774)</u>		<u>212,825</u>	<u>95,521</u>
NET OPERATING (REVENUE) EXPENSE	<u>106,856</u>	<u>117,304</u>	<u>110,530</u>	<u>(6,774)</u>		<u>209,025</u>	<u>91,721</u>
OTHER							
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>		<u>--</u>	<u>--</u>
	<u>106,856</u>	<u>117,304</u>	<u>110,530</u>	<u>(6,774)</u>		<u>209,025</u>	<u>91,721</u>

NOTES

- (1) Expenditures related to the Demand The Right Campaign. All expenditures related to the opposition of the landfill will be funded from the landfill opposition budget as approved by Council on as needed basis.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: CHIEF ADMINISTRATIVE OFFICER	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget		Remaining Budget	
	2017	2018	2018	fav (unfav)	2018	2018	2018	2018
	1	2	3	4=3-2	5	6=5-2		
REVENUE								
EXPENSE								
SALARIES, WAGES & BENEFITS	87,523	91,223	90,346	(877)	181,090		89,867	
ADMINISTRATIVE EXPENSE	--	--	73	73	150		150	
OPERATING EXPENSE	--	--	122	122	250		250	
COMMUNICATIONS	176	188	283	95	850		662	
PROGRAM EXPENSES	807	823	1,499	676	1,500		677	
MEETINGS, CONFERENCES, TRAINING	1,759	949	3,295	2,346	4,500		3,551	
FUEL / TRANSPORTATION COSTS	--	--	122	122	250		250	
PROFESSIONAL FEES	173,415	157,258	168,883	11,625	331,000		173,742	
MARKETING & PROMOTION	644	21,568	18,636	(2,932)	27,000		5,432	
	<u>264,324</u>	<u>272,009</u>	<u>283,259</u>	<u>11,250</u>	<u>546,590</u>		<u>274,581</u>	
NET OPERATING (REVENUE) EXPENSE	<u>264,324</u>	<u>272,009</u>	<u>283,259</u>	<u>11,250</u>	<u>546,590</u>		<u>274,581</u>	
OTHER								
	<u>264,324</u>	<u>272,009</u>	<u>283,259</u>	<u>11,250</u>	<u>296,590</u>		<u>24,581</u>	

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual		
	1	2	3	fav (unfav)		
ACTIVITY: ADMINISTRATION				4=3-2	2018	2018
					5	6=5-2
REVENUE						
SALE OF GOODS OR SERVICES	(39)	(4)	(22)	(18)	(25)	(21)
PERMITS/LICENSES	(11,652)	(9,603)	(10,769)	(1,166)	(23,600)	(13,997)
RENT / LEASES	--	(10,187)	--	10,187	(1)	10,187
USER FEES	(26,880)	(12,774)	(16,874)	(4,100)	(27,050)	(14,276)
RECOVERIES	--	(5)	--	5	--	5
LAND SALES	(50,619)	(43,280)	--	43,280	(2)	43,280
	<u>(89,189)</u>	<u>(75,854)</u>	<u>(27,665)</u>	<u>48,189</u>	<u>(50,675)</u>	<u>25,179</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	165,436	177,707	178,406	699	397,900	220,193
ADMINISTRATIVE EXPENSE	14,018	19,694	16,483	(3,211)	70,955	51,261
OPERATING EXPENSE	4,856	5,409	5,590	181	12,500	7,091
COMMUNICATIONS	4,432	3,897	4,348	451	8,500	4,603
PROGRAM EXPENSES	5,544	2,611	9,199	6,588	(3)	27,800
MEETINGS, CONFERENCES, TRAINING	3,216	2,464	3,356	892	8,170	5,706
FUEL / TRANSPORTATION COSTS	368	288	568	280	1,200	912
PROFESSIONAL FEES	677	6,135	4,000	(2,135)	(4)	4,000
CONTRACTED SERVICES	3,521	4,567	5,264	697	21,500	16,933
MARKETING & PROMOTION	2,560	2,248	2,809	561	5,800	3,552
GRANTS TO VOLUNTEER ORGANIZATIONS	44,750	45,875	45,346	(529)	53,675	7,800
LAND SALE EXPENSES	2,622	4,015	--	(4,015)	(5)	(4,015)
	<u>252,002</u>	<u>274,910</u>	<u>275,369</u>	<u>459</u>	<u>612,000</u>	<u>337,090</u>
NET OPERATING (REVENUE) EXPENSE	<u>162,813</u>	<u>199,056</u>	<u>247,704</u>	<u>48,648</u>	<u>561,325</u>	<u>362,269</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(30,000)</u>	<u>(30,000)</u>
	<u>162,813</u>	<u>199,056</u>	<u>247,704</u>	<u>48,648</u>	<u>531,325</u>	<u>332,269</u>

NOTES

- (1) Farm lease of the industrial lands.
- (2) Sale of the former Carnegie Library.
- (3) Variance is due to timing and will balance at year end.
- (4) This item is hard to budget for as staff have no control over lawsuits that may arise and legal transactions that may require more expense. This year has seen a few such events.
- (5) Expenses related to the sale of the former library.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ANIMAL CONTROL						
REVENUE						
PERMITS/LICENSES	(8,220)	(7,295)	(8,317)	(1,022)	(9,000)	(1,705)
	(8,220)	(7,295)	(8,317)	(1,022)	(9,000)	(1,705)
EXPENSE						
ADMINISTRATIVE EXPENSE	--	--	97	97	200	200
CONTRACTED SERVICES	5,131	4,325	5,901	1,576	15,300	10,975
MARKETING & PROMOTION	--	--	97	97	200	200
	5,131	4,325	6,095	1,770	15,700	11,375
NET OPERATING (REVENUE) EXPENSE	(3,089)	(2,970)	(2,222)	748	6,700	9,670
OTHER						
	(3,089)	(2,970)	(2,222)	748	6,700	9,670

NOTES

No significant variances

**Town of Ingersoll
6 Months Ended June 30, 2018**

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)	2018	2018
ACTIVITY: PARKING	1	2	3	4=3-2	5	6=5-2
REVENUE						
USER FEES	(2,353)	(6,267)	(2,144)	4,123	(7,300)	(1,033)
	(2,353)	(6,267)	(2,144)	4,123	(7,300)	(1,033)
EXPENSE						
CONTRACTED SERVICES	11,311	12,929	11,450	(1,479)	30,300	17,371
	11,311	12,929	11,450	(1,479)	30,300	17,371
NET OPERATING (REVENUE) EXPENSE	8,958	6,661	9,306	2,645	23,000	16,339
OTHER						
	--	--	--	--	--	--
	8,958	6,661	9,306	2,645	23,000	16,339

NOTES

No significant variances

**Town of Ingersoll
6 Months Ended June 30, 2018**

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual		
	2017	2018	2018	fav (unfav)	Annual Budget	Remaining Budget
	1	2	3	4=3-2	2018 5	2018 6=5-2
ACTIVITY: PARATRANSIT						
REVENUE						
SALE OF GOODS OR SERVICES	(5,814)	(9,654)	(5,924)	3,730	(13,000)	(3,346)
	(5,814)	(9,654)	(5,924)	3,730	(13,000)	(3,346)
EXPENSE						
SALARIES, WAGES & BENEFITS	17,622	1,467	6,158	4,691	9,480	8,013
COMMUNICATIONS	777	377	917	540	1,400	1,023
CONTRACTED SERVICES	14,752	24,844	17,513	(7,331)	47,530	22,686
	37,274	26,815	24,588	(2,227)	58,910	32,095
NET OPERATING (REVENUE) EXPENSE	31,460	17,161	18,664	1,503	45,910	28,749
	31,460	17,161	18,664	1,503	45,910	28,749

NOTES

(1) Paratransit ridership is up after modifying our process and eliminating the need to book trips 24 hours in advance. This variance is offset by higher revenues and payroll savings.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: TREASURY	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual		Annual	Remaining
	2017		2018	fav (unfav)		2018	2018
	1	2	3	4=3-2		5	6=5-2
ACTIVITY: INFORMATION TECHNOLOGY							
REVENUE							
EXPENSE							
SALARIES, WAGES & BENEFITS	79,548	79,504	80,636	1,132		162,060	82,556
ADMINISTRATIVE EXPENSE	--	49	48	(1)		100	51
OPERATING EXPENSE	13,274	19,410	13,389	(6,021)	(1)	25,500	6,090
COMMUNICATIONS	2,009	1,586	2,031	445		4,200	2,614
PROGRAM EXPENSES	183	201	226	25		225	24
MEETINGS, CONFERENCES, TRAINING	--	585	--	(585)		8,500	7,915
FUEL / TRANSPORTATION COSTS	258	395	334	(61)		1,100	705
CONTRACTED SERVICES	--	210	--	(210)		--	(210)
EQUIP REPAIRS & MAINTENANCE	--	2,081	--	(2,081)	(2)	2,500	419
MAINTENANCE CONTRACTS	53,468	46,412	56,378	9,966	(3)	62,350	15,938
	<u>148,740</u>	<u>150,433</u>	<u>153,042</u>	<u>2,609</u>		<u>266,635</u>	<u>116,202</u>
NET OPERATING (REVENUE) EXPENSE	<u>148,740</u>	<u>150,433</u>	<u>153,042</u>	<u>2,609</u>		<u>266,635</u>	<u>116,202</u>
OTHER							
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>		<u>20,000</u>	<u>20,000</u>
	<u>148,740</u>	<u>150,433</u>	<u>153,042</u>	<u>2,609</u>		<u>286,635</u>	<u>136,202</u>

NOTES

- (1)
- (2) } Variances due to timing and will balance at year end.
- (3) }

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: TREASURY	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	fav (unfav)	2018	2018
ACTIVITY: ADMINISTRATION				4=3-2	5	6=5-2
REVENUE						
SALE OF GOODS OR SERVICES	(7,840)	(7,755)	(6,591)	1,164	(14,500)	(6,745)
USER FEES	(7,298)	(9,261)	(6,292)	2,969	(18,500)	(9,240)
INTEREST / DIVIDENDS	(229,810)	(259,866)	(209,273)	50,593	(599,600)	(339,734)
	<u>(244,948)</u>	<u>(276,881)</u>	<u>(222,156)</u>	<u>54,725</u>	<u>(636,800)</u>	<u>(359,919)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	233,138	262,149	254,248	(7,901)	546,260	284,111
ADMINISTRATIVE EXPENSE	4,824	4,968	4,976	8	10,200	5,232
OPERATING EXPENSE	--	304	48	(256)	100	(204)
COMMUNICATIONS	104	164	159	(5)	585	421
INSURANCE EXPENSE	97,295	119,954	100,755	(19,199)	221,380	101,426
PROGRAM EXPENSES	3,020	2,798	3,414	616	3,415	617
MEETINGS, CONFERENCES, TRAINING	1,429	1,858	1,137	(721)	6,100	4,242
PROFESSIONAL FEES	(22,616)	--	--	--	28,000	28,000
MARKETING & PROMOTION	1,058	368	499	131	550	182
EQUIP REPAIRS & MAINTENANCE	--	--	196	196	400	400
TRANSFERS TO CEMETERY BOARD	50,000	75,000	75,000	--	133,194	58,194
	<u>406,601</u>	<u>467,860</u>	<u>440,535</u>	<u>(27,325)</u>	<u>1,039,934</u>	<u>572,074</u>
NET OPERATING (REVENUE) EXPENSE	<u>161,653</u>	<u>190,978</u>	<u>218,379</u>	<u>27,401</u>	<u>403,134</u>	<u>212,156</u>
OTHER						
OMPF - ONT MUN PARTNER GRANT	(194,400)	(165,250)	(165,251)	(1)	(330,500)	(165,250)
DEBENTURE PAYMENT	393,587	391,630	389,584	(2,046)	906,118	514,488
	<u>199,187</u>	<u>226,380</u>	<u>224,333</u>	<u>(2,047)</u>	<u>698,993</u>	<u>472,613</u>
	<u>360,840</u>	<u>417,358</u>	<u>442,712</u>	<u>25,354</u>	<u>1,102,127</u>	<u>684,769</u>

NOTES

- (1) Higher than projected interest revenue due to increases in interest rates as well as bank cash balances. Favourable variance is projected to the end of the year.
- (2) Variance due to timing. On target for year end.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: TREASURY	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: TAXATION						
REVENUE						
TAXATION	(7,232,521)	(14,329,621)	(14,334,777)	(5,156)	(14,578,777)	(249,156)
	<u>(7,232,521)</u>	<u>(14,329,621)</u>	<u>(14,334,777)</u>	<u>(5,156)</u>	<u>(14,578,777)</u>	<u>(249,156)</u>
EXPENSE						
PROPERTY TAX REFUNDS & ADJUSTMENTS	67,813	16,951	65,808	48,857	640,000	623,049
	<u>67,813</u>	<u>16,951</u>	<u>65,808</u>	<u>48,857</u>	<u>640,000</u>	<u>623,049</u>
NET OPERATING (REVENUE) EXPENSE	<u>(7,164,708)</u>	<u>(14,312,670)</u>	<u>(14,268,969)</u>	<u>43,701</u>	<u>(13,938,777)</u>	<u>373,893</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
	<u>(7,164,708)</u>	<u>(14,312,670)</u>	<u>(14,268,969)</u>	<u>43,701</u>	<u>(13,938,777)</u>	<u>373,893</u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: INSPECTION						
REVENUE						
PERMITS/LICENSES	(217,726)	(109,445)	(100,492)	8,953	(163,500)	(54,055)
USER FEES	(1,120)	(991)	(993)	(2)	(2,000)	(1,009)
	<u>(218,846)</u>	<u>(110,436)</u>	<u>(101,485)</u>	<u>8,951</u>	<u>(165,500)</u>	<u>(55,064)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	83,707	77,464	76,506	(958)	158,920	81,456
ADMINISTRATIVE EXPENSE	323	576	300	(276)	1,020	444
OPERATING EXPENSE	370	287	367	80	1,000	713
COMMUNICATIONS	521	150	254	104	500	350
PROGRAM EXPENSES	920	1,455	1,000	(455)	1,050	(405)
MEETINGS, CONFERENCES, TRAINING	1,422	2,716	2,640	(76)	8,550	5,834
FUEL / TRANSPORTATION COSTS	1,393	1,693	1,564	(129)	4,500	2,807
PROFESSIONAL FEES	611	114	359	245	1,000	886
MARKETING & PROMOTION	117	541	337	(204)	375	(166)
	<u>89,384</u>	<u>84,997</u>	<u>83,327</u>	<u>(1,670)</u>	<u>178,015</u>	<u>93,018</u>
NET OPERATING (REVENUE) EXPENSE	<u>(129,462)</u>	<u>(25,440)</u>	<u>(18,158)</u>	<u>7,282</u>	<u>12,515</u>	<u>37,955</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(12,515)</u>	<u>(12,515)</u>
	<u><u>(129,462)</u></u>	<u><u>(25,440)</u></u>	<u><u>(18,158)</u></u>	<u><u>7,282</u></u>	<u><u>--</u></u>	<u><u>25,440</u></u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PROPERTY STANDARDS						
REVENUE						
RECOVERIES	--	(380)	--	380	--	380
	0	(380)	0	380	0	380
EXPENSE						
SALARIES, WAGES & BENEFITS	15,703	9,044	10,237	1,193	19,750	10,706
ADMINISTRATIVE EXPENSE	--	--	146	146	300	300
	15,703	9,044	10,383	1,339	20,050	11,006
NET OPERATING (REVENUE) EXPENSE	15,703	8,664	10,383	1,719	20,050	11,386
OTHER						
	--	--	--	--	--	--
	15,703	8,664	10,383	1,719	20,050	11,386

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD		Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual		Budget	Budget
	1	2	3	fav (unfav)		2018	2018
ACTIVITY: TOWN CENTRE				4=3-2		5	6=5-2
REVENUE							
COUNTY RECOVERY	(67,392)	(70,485)	(70,490)	(5)		(120,840)	(50,355)
	(67,392)	(70,485)	(70,490)	(5)		(120,840)	(50,355)
EXPENSE							
SALARIES, WAGES & BENEFITS	46,628	27,807	46,664	18,857	(1)	94,500	66,693
OPERATING EXPENSE	1,245	1,455	1,283	(172)		2,600	1,146
COMMUNICATIONS	849	708	851	143		1,698	990
UTILITIES - HYDRO	18,106	15,413	21,110	5,697		69,300	53,887
UTILITIES - NATURAL GAS	4,792	8,351	7,532	(819)		13,500	5,149
UTILITIES - WATER	3,741	3,468	3,877	409		10,500	7,032
REPAIRS & MAINTENANCE	348	431	378	(53)		820	389
LAND MAINTENANCE & IMPROVEMENT	80	11	108	97		650	639
EQUIP REPAIRS & MAINTENANCE	647	3,244	1,118	(2,126)		21,000	17,756
BLDG REPAIRS & MAINTENANCE	13,330	8,609	13,762	5,153		19,000	10,391
SNOW REMOVAL AND SANDING	314	848	578	(270)		1,000	152
MAINTENANCE CONTRACTS	6,800	14,671	7,484	(7,187)	(2)	10,705	(3,966)
	96,918	86,359	104,784	18,425		246,473	160,114
NET OPERATING (REVENUE) EXPENSE	29,526	15,874	34,294	18,420		125,633	109,759
OTHER							
	--	--	--	--		60,000	60,000
	29,526	15,874	34,294	18,420		185,633	169,759

NOTES

- (1) This variance is mainly related to vacancy savings. The savings are used to fund an increase in janitorial contracted services.
- (2) Increase in cleaning contracted services that replaced janitor full time position.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PUBLIC BUILDINGS - OTHER						
REVENUE						
RENT / LEASES	(19,487)	(14,421)	(20,382)	(5,961)	(27,578)	(13,157)
	(19,487)	(14,421)	(20,382)	(5,961)	(27,578)	(13,157)
EXPENSE						
SALARIES, WAGES & BENEFITS	6,037	4,571	5,101	530	9,950	5,379
UTILITIES - HYDRO	2,886	1,927	3,582	1,655	9,000	7,073
UTILITIES - NATURAL GAS	2,614	3,177	1,745	(1,432)	2,800	(377)
UTILITIES - WATER	889	559	714	155	1,700	1,141
REPAIRS & MAINTENANCE	132	216	138	(78)	300	84
EQUIP REPAIRS & MAINTENANCE	--	90	--	(90)	1,000	910
BLDG REPAIRS & MAINTENANCE	13	1,438	8	(1,430)	2,300	862
SNOW REMOVAL AND SANDING	622	1,681	982	(699)	1,700	19
MAINTENANCE CONTRACTS	4,600	4,144	4,605	461	8,238	4,094
	17,793	17,803	16,875	(928)	42,488	24,686
NET OPERATING (REVENUE) EXPENSE	(1,694)	3,382	(3,507)	(6,889)	14,910	11,528
OTHER						
	--	--	--	--	25,000	25,000
	(1,694)	3,382	(3,507)	(6,889)	39,910	36,528

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: FIRE	YTD Actual		YTD Budget	Variance YTD		Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual		Budget	Budget
	1	2	3	fav (unfav)		2018	2018
ACTIVITY: ADMINISTRATION				4=3-2		5	6=5-2
REVENUE							
SALE OF GOODS OR SERVICES	--	(300)	--	300		(19,250)	(18,950)
USER FEES	(1,020)	(1,475)	(1,044)	431		(4,000)	(2,525)
RECOVERIES	(60)	(65)	--	65		(2,500)	(2,435)
DONATIONS / FUNDRAISING	--	(2,500)	--	2,500		--	2,500
	<u>(1,080)</u>	<u>(4,340)</u>	<u>(1,044)</u>	<u>3,296</u>		<u>(25,750)</u>	<u>(21,410)</u>
EXPENSE							
SALARIES, WAGES & BENEFITS	289,995	306,790	320,790	14,000	(1)	678,660	371,870
ADMINISTRATIVE EXPENSE	433	347	586	239		1,658	1,311
OPERATING EXPENSE	9,509	33,246	32,046	(1,200)	(2)	43,750	10,504
COMMUNICATIONS	11,359	14,995	11,989	(3,006)	(3)	48,020	33,025
UTILITIES - HYDRO	7,605	6,054	8,632	2,578		18,950	12,896
UTILITIES - NATURAL GAS	1,338	2,272	2,098	(174)		3,200	928
UTILITIES - WATER	928	940	994	54		2,700	1,760
PROGRAM EXPENSES	2,882	820	4,520	3,700		4,555	3,735
MEETINGS, CONFERENCES, TRAINING	2,722	1,287	3,297	2,010		10,000	8,713
FUEL / TRANSPORTATION COSTS	2,232	3,425	2,315	(1,110)		6,000	2,575
MARKETING & PROMOTION	647	420	1,001	581		6,535	6,115
EQUIP REPAIRS & MAINTENANCE	6,320	3,389	4,542	1,153		19,000	15,611
MAINTENANCE CONTRACTS	565	488	1,070	582		1,070	582
	<u>337,302</u>	<u>374,474</u>	<u>393,880</u>	<u>19,406</u>		<u>844,098</u>	<u>469,624</u>
NET OPERATING (REVENUE) EXPENSE	<u>336,222</u>	<u>370,134</u>	<u>392,836</u>	<u>22,702</u>		<u>818,348</u>	<u>448,214</u>
OTHER							
	--	--	--	--		199,000	199,000
	<u>336,222</u>	<u>370,134</u>	<u>392,836</u>	<u>22,702</u>		<u>1,017,348</u>	<u>647,214</u>

NOTES

- (1)
- (2) Timing issue. The variance will balance by the end of the year.
- (3)

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: FIRE		YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual fav (unfav)	Annual Budget	
		2017	2018	2018		2018	Remaining Budget
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
REVENUE							
EXPENSE							
	SALARIES, WAGES & BENEFITS	34,756	33,110	34,074	964	71,740	38,630
	OPERATING EXPENSE	2,957	1,457	1,779	322	4,150	2,693
	LAND MAINTENANCE & IMPROVEMENT	--	--	25	25	50	50
	BLDG REPAIRS & MAINTENANCE	42	4,805	68	(4,737)	4,000	(805)
	MAINTENANCE CONTRACTS	904	943	768	(175)	2,000	1,057
		<u>38,745</u>	<u>40,584</u>	<u>36,839</u>	<u>(3,745)</u>	<u>82,440</u>	<u>41,856</u>
	NET OPERATING (REVENUE) EXPENSE	<u>38,745</u>	<u>40,584</u>	<u>36,839</u>	<u>(3,745)</u>	<u>16,488</u>	<u>(24,096)</u>
OTHER							
		--	--	--	--	--	--
		<u>38,745</u>	<u>40,584</u>	<u>36,839</u>	<u>(3,745)</u>	<u>16,488</u>	<u>(24,096)</u>

NOTES

(1) The building repair and maintenance budget has been spent due to unanticipated repairs: 1) garage door repair, 2) electrical repairs to bring the building into compliance with the electrical safety inspection. The unfavorable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: POLICE	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	fav (unfav)	2018	2018
ACTIVITY: ADMINISTRATION				4=3-2	5	6=5-2
REVENUE						
SALE OF GOODS OR SERVICES	(4,506)	(7,636)	(3,980)	3,656	(11,800)	(4,164)
USER FEES	(4,932)	(2,898)	(2,564)	334	(3,000)	(102)
GRANTS / SUBSIDIES / REBATES	(26,605)	(25,992)	(48,600)	(22,608)	(81,880)	(55,888)
	<u>(36,043)</u>	<u>(36,526)</u>	<u>(55,144)</u>	<u>(18,618)</u>	<u>(96,680)</u>	<u>(60,154)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	35,559	39,208	38,391	(817)	75,248	36,040
ADMINISTRATIVE EXPENSE	--	--	48	48	100	100
OPERATING EXPENSE	--	329	97	(232)	900	571
COMMUNICATIONS	317	290	332	42	800	510
PROGRAM EXPENSES	2,723	5,919	5,008	(911)	10,800	4,881
MEETINGS, CONFERENCES, TRAINING	1,043	2,702	2,428	(274)	5,600	2,898
FUEL / TRANSPORTATION COSTS	90	202	192	(10)	800	598
MARKETING & PROMOTION	53	264	60	(204)	2,700	2,436
	<u>39,786</u>	<u>48,914</u>	<u>46,556</u>	<u>(2,358)</u>	<u>97,348</u>	<u>48,434</u>
NET OPERATING (REVENUE) EXPENSE	<u>3,743</u>	<u>12,388</u>	<u>(8,588)</u>	<u>(20,976)</u>	<u>668</u>	<u>(11,720)</u>
OTHER						
O.P.P. CONTRACT	992,902	972,857	976,937	4,080	2,344,381	1,371,524
	<u>992,902</u>	<u>972,857</u>	<u>976,937</u>	<u>4,080</u>	<u>2,344,381</u>	<u>1,371,524</u>
	<u>996,646</u>	<u>985,245</u>	<u>968,349</u>	<u>(16,896)</u>	<u>2,345,049</u>	<u>1,359,804</u>

NOTES

(1) Timing issue. The variance will balance by the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: POLICE	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	fav (unfav)	2018	2018
ACTIVITY: FACILITY				4=3-2	5	6=5-2
REVENUE						
RENT / LEASES	(52,500)	(53,638)	(52,500)	1,138	(105,000)	(51,363)
	(52,500)	(53,638)	(52,500)	1,138	(39,048)	14,590
EXPENSE						
UTILITIES - HYDRO	8,846	6,852	9,464	2,612	21,700	14,848
UTILITIES - NATURAL GAS	631	1,352	913	(439)	1,750	398
UTILITIES - WATER	1,106	1,329	1,200	(129)	3,200	1,871
BLDG REPAIRS & MAINTENANCE	467	3,665	4,066	401	5,000	1,335
MAINTENANCE CONTRACTS	100	400	250	(150)	500	100
	11,151	13,598	15,893	2,295	32,800	19,202
NET OPERATING (REVENUE) EXPENSE	(41,349)	(40,040)	(36,607)	3,433	(6,248)	33,792
OTHER						
	--	--	--	--	10,000	10,000
	(41,349)	(40,040)	(36,607)	3,433	3,752	43,792

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	fav (unfav)	2018	2018
ACTIVITY: ADMINISTRATION				4=3-2	5	6=5-2
REVENUE						
USER FEES	(1,376)	(2,925)	(1,500)	1,425	(1,500)	1,425
RECOVERIES	(14,112)	(19,101)	(17,366)	1,735	(80,200)	(61,099)
	<u>(15,588)</u>	<u>(22,026)</u>	<u>(19,066)</u>	<u>2,960</u>	<u>(81,900)</u>	<u>(59,874)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	152,050	169,847	170,795	948	375,980	206,133
ADMINISTRATIVE EXPENSE	9,023	8,982	14,942	5,960	15,850	6,868
OPERATING EXPENSE	1,096	1,820	1,735	(85)	3,970	2,150
COMMUNICATIONS	4,023	4,238	4,316	78	11,000	6,762
PROGRAM EXPENSES	887	1,233	1,919	686	2,855	1,622
MEETINGS, CONFERENCES, TRAINING	7,666	2,136	10,236	8,100 (1)	17,650	15,514
FUEL / TRANSPORTATION COSTS	1,527	1,542	1,524	(18)	3,100	1,558
PROFESSIONAL FEES	94	2,094	149	(1,945)	66,500	64,406
CONTRACTED SERVICES	157	195	370	175	2,500	2,305
EQUIP REPAIRS & MAINTENANCE	159	208	1,377	1,169	3,200	2,992
EQUIPMENT USAGE	190	170	73	(97)	200	30
	<u>176,872</u>	<u>192,632</u>	<u>207,436</u>	<u>14,804</u>	<u>503,305</u>	<u>310,673</u>
NET OPERATING (REVENUE) EXPENSE	<u>161,285</u>	<u>170,605</u>	<u>188,370</u>	<u>17,765</u>	<u>421,405</u>	<u>250,800</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>1,500,000</u>	<u>1,500,000</u>
	<u>161,285</u>	<u>170,605</u>	<u>188,370</u>	<u>17,765</u>	<u>1,921,405</u>	<u>1,750,800</u>

NOTES

(1) Timing variance-Staff is scheduled for a conference in September and training in November.

**Town of Ingersoll
6 Months Ended June 30, 2018**

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: EQUIPMENT						
REVENUE						
EXPENSE						
EQUIP REPAIRS & MAINTENANCE	(2,861)	(1,598)	(2,289)	(691)	(7,000)	(5,402)
	(2,861)	(1,598)	(2,289)	(691)	(7,000)	(5,402)
NET OPERATING (REVENUE) EXPENSE	(2,861)	(1,598)	(2,289)	(691)	(7,000)	(5,402)
OTHER						
	--	--	--	--	7,000	7,000
	(2,861)	(1,598)	(2,289)	(691)	--	1,598

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget	Remaining Budget
	2017	2018	2018	fav (unfav)		
ACTIVITY: STREET LIGHTING	1	2	3	4=3-2	5	6=5-2
REVENUE						
EXPENSE						
UTILITIES - HYDRO	95,972	93,278	95,082	1,804	260,000	166,722
EQUIP REPAIRS & MAINTENANCE	6,572	13,063	8,554	(4,509)	(1) 12,000	(1,063)
	<u>102,544</u>	<u>106,341</u>	<u>103,636</u>	<u>(2,705)</u>	<u>272,000</u>	<u>165,659</u>
NET OPERATING (REVENUE) EXPENSE	<u>102,544</u>	<u>106,341</u>	<u>103,636</u>	<u>(2,705)</u>	<u>272,000</u>	<u>165,659</u>
OTHER						
	<u> --</u>	<u> --</u>	<u> --</u>	<u> --</u>	<u> --</u>	<u> --</u>
	<u>102,544</u>	<u>106,341</u>	<u>103,636</u>	<u>(2,705)</u>	<u>272,000</u>	<u>165,659</u>

NOTES

(1) Two major unexpected expenses due to vehicle collisions with streetlight poles. The Town is not able to recoup repair costs because OPP no longer releases collision information to the Town. The unfavorable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	fav (unfav)	5	6=5-2
ACTIVITY: TRAFFIC SIGNALS				4=3-2		
REVENUE						
EXPENSE						
UTILITIES - HYDRO	2,110	1,487	2,349	862	5,000	3,513
EQUIP REPAIRS & MAINTENANCE	2,956	2,620	4,486	1,866	10,000	7,380
	5,066	4,107	6,835	2,728	15,000	10,893
NET OPERATING (REVENUE) EXPENSE	5,066	4,107	6,835	2,728	15,000	10,893
OTHER						
	--	--	--	--	--	--
	5,066	4,107	6,835	2,728	15,000	10,893

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2017	2018	2018	2018 Budget vs Actual	Budget	Budget
ACTIVITY:	PUBLIC WORKS	1	2	3	4=3-2	5	6=5-2
REVENUE							
	SALE OF GOODS OR SERVICES	(4,714)	(5,765)	(4,168)	1,597	(8,180)	(2,415)
	PERMITS/LICENSES	(4,900)	(7,500)	(4,083)	3,417	(10,000)	(2,500)
	USER FEES	--	--	(146)	(146)	(300)	(300)
	RECOVERIES	(12,811)	(5,206)	(8,796)	(3,590)	(20,000)	(14,794)
		<u>(22,424)</u>	<u>(18,471)</u>	<u>(17,193)</u>	<u>1,278</u>	<u>(246,918)</u>	<u>(228,447)</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	458,798	485,040	478,914	(6,126)	1,086,874	601,834
	ADMINISTRATIVE EXPENSE	550	517	397	(120)	1,275	758
	OPERATING EXPENSE	10,677	6,885	9,118	2,233	20,450	13,565
	COMMUNICATIONS	3,914	2,904	5,183	2,279	8,969	6,065
	UTILITIES - HYDRO	5,186	3,092	5,348	2,256	11,350	8,258
	UTILITIES - NATURAL GAS	4,666	6,124	6,057	(67)	7,900	1,776
	UTILITIES - WATER	641	656	666	10	1,700	1,044
	PROGRAM EXPENSES	694	757	787	30	886	129
	MEETINGS, CONFERENCES, TRAINING	3,842	11,070	4,249	(6,821)	8,105	(2,965)
	FUEL / TRANSPORTATION COSTS	25,116	34,900	29,043	(5,857)	59,275	24,375
	CONTRACTED SERVICES	13,041	24,654	28,500	3,846	31,250	6,596
	MARKETING & PROMOTION	1,991	114	1,373	1,259	5,500	5,386
	LAND MAINTENANCE & IMPROVEMENT	--	--	488	488	1,000	1,000
	BLDG REPAIRS & MAINTENANCE	519	5,175	7,684	2,509	9,000	3,825
	SNOW REMOVAL AND SANDING	11,936	19,731	8,727	(11,004)	18,000	(1,731)
	MAINTENANCE CONTRACTS	3,662	4,968	5,432	464	12,130	7,162
	MATERIALS - PUBLIC WORKS	150,693	159,450	163,913	4,463	422,108	262,658
	EQUIPMENT USAGE	19,673	27,656	66,552	38,896	94,455	66,799
		<u>715,600</u>	<u>793,692</u>	<u>822,431</u>	<u>28,739</u>	<u>1,800,824</u>	<u>1,007,132</u>
NET OPERATING (REVENUE) EXPENSE		<u>693,176</u>	<u>775,220</u>	<u>805,238</u>	<u>30,018</u>	<u>1,553,906</u>	<u>778,686</u>
OTHER							
		--	--	--	--	207,976	207,976
		<u>693,176</u>	<u>775,220</u>	<u>805,238</u>	<u>30,018</u>	<u>1,761,882</u>	<u>986,662</u>

NOTES

- (1) Timing of training and unanticipated safety training. Unfavourable variance is projected to the end of the year.
- (2) Increase in winter control (April snow events) as well as rising fuel costs. Unfavourable variance is projected to the end of the year.
- (3) 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 a higher cost per hour compare to the previous contractor. Unfavourable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2017	2018	2018	2018 Budget vs Actual	Budget	Budget
ACTIVITY:	ADMINISTRATION & EQUIPMENT	1	2	3	4=3-2	5	6=5-2
REVENUE							
	SALE OF GOODS OR SERVICES	(504)	(987)	(407)	580	(1,000)	(13)
	PERMITS/LICENSES	(4,900)	(7,500)	(4,083)	3,417	(10,000)	(2,500)
	USER FEES	--	--	(146)	(146)	(300)	(300)
	RECOVERIES	(12,811)	(5,206)	(8,796)	(3,590)	(20,000)	(14,794)
		<u>(18,215)</u>	<u>(13,693)</u>	<u>(13,432)</u>	<u>261</u>	<u>(211,300)</u>	<u>(197,607)</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	191,636	194,230	184,880	(9,350)	443,972	249,742
	ADMINISTRATIVE EXPENSE	550	517	397	(120)	1,275	758
	OPERATING EXPENSE	10,175	5,491	8,329	2,838	17,450	11,959
	COMMUNICATIONS	610	1,689	1,018	(671)	1,760	71
	PROGRAM EXPENSES	694	757	787	30	886	129
	MEETINGS, CONFERENCES, TRAINING	3,842	11,070	4,249	(6,821) (1)	8,105	(2,965)
	FUEL / TRANSPORTATION COSTS	25,116	34,900	29,043	(5,857) (2)	59,275	24,375
	MARKETING & PROMOTION	51	114	73	(41)	300	186
	EQUIPMENT USAGE	(146,814)	(129,280)	(115,579)	13,701	(248,635)	(119,355)
		<u>85,860</u>	<u>119,487</u>	<u>113,197</u>	<u>(6,290)</u>	<u>287,138</u>	<u>167,651</u>
NET OPERATING (REVENUE) EXPENSE		<u>67,645</u>	<u>105,794</u>	<u>99,765</u>	<u>(6,029)</u>	<u>75,838</u>	<u>(29,956)</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>212,285</u>	<u>212,285</u>
		<u>67,645</u>	<u>105,794</u>	<u>99,765</u>	<u>(6,029)</u>	<u>288,123</u>	<u>182,329</u>

NOTES

(1) Timing of training and unanticipated safety training. Unfavourable variance is projected to the end of the year.

(2) Increase in winter control (April snow events) as well as rising fuel costs. Unfavourable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
REVENUE							
EXPENSE							
	SALARIES, WAGES & BENEFITS	4,484	2,635	8,410	5,775	16,111	13,476
	COMMUNICATIONS	3,304	1,215	4,165	2,950	7,209	5,994
	UTILITIES - HYDRO	4,913	2,840	5,066	2,226	10,600	7,760
	UTILITIES - NATURAL GAS	4,666	6,124	6,057	(67)	7,900	1,776
	UTILITIES - WATER	641	656	666	10	1,700	1,044
	BLDG REPAIRS & MAINTENANCE	519	5,175	7,684	2,509	9,000	3,825
	MAINTENANCE CONTRACTS	3,662	4,968	5,432	464	12,130	7,162
		<u>22,247</u>	<u>24,226</u>	<u>37,525</u>	<u>13,299</u>	<u>65,747</u>	<u>41,521</u>
NET OPERATING (REVENUE) EXPENSE		<u>22,247</u>	<u>24,226</u>	<u>37,525</u>	<u>13,299</u>	<u>65,747</u>	<u>41,521</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
		<u>22,247</u>	<u>24,226</u>	<u>37,525</u>	<u>13,299</u>	<u>65,747</u>	<u>41,521</u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	fav (unfav)	5	6=5-2
ACTIVITY: BRIDGES & CULVERTS				4=3-2		
REVENUE						
EXPENSE						
SALARIES, WAGES & BENEFITS	1,608	1,633	1,478	(155)	9,760	8,127
EQUIPMENT USAGE	594	593	223	(370)	700	107
	<u>2,319</u>	<u>2,929</u>	<u>2,249</u>	<u>(680)</u>	<u>12,960</u>	<u>10,031</u>
NET OPERATING (REVENUE) EXPENSE	<u>2,319</u>	<u>2,929</u>	<u>2,249</u>	<u>(680)</u>	<u>12,960</u>	<u>10,031</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2,319</u>	<u>2,929</u>	<u>2,249</u>	<u>(680)</u>	<u>12,960</u>	<u>10,031</u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD 2018 Budget vs Actual	Annual Budget		Remaining Budget	
		2017	2018	2018	fav (unfav)	2018	2018	2018	2018
ACTIVITY:	ROADSIDE MAINTENANCE	1	2	3	4=3-2		5	6=5-2	
EXPENSE									
	SALARIES, WAGES & BENEFITS	61,068	67,563	56,174	(11,389)	(1)	129,590	62,027	
	MATERIALS - PUBLIC WORKS	25,103	43,175	29,516	(13,659)	(2)	72,700	29,525	
	EQUIPMENT USAGE	34,957	41,367	29,301	(12,066)	(3)	68,500	27,133	
		121,128	152,106	114,991	(37,115)		270,790	118,684	
	NET OPERATING (REVENUE) EXPENSE	121,128	152,106	114,991	(37,115)		270,790	118,684	
	OTHER	--	--	--	--		--	--	
		121,128	152,106	114,991	(37,115)		270,790	118,684	

NOTES

- (1) Increased costs for tree removal due to two separate storms (ice event and a wind event) that damaged trees that could not wait for removal in 2019.
- (2) 2019.
- (3)

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	fav (unfav)	5	6=5-2
ACTIVITY: SURFACE MAINTENANCE				4=3-2		
REVENUE						
EXPENSE						
SALARIES, WAGES & BENEFITS	49,317	43,028	49,739	6,711	119,720	76,692
MATERIALS - PUBLIC WORKS	3,297	4,379	3,153	(1,226)	114,200	109,821
EQUIPMENT USAGE	24,502	16,074	23,164	7,090	63,750	47,676
	<u>77,116</u>	<u>63,482</u>	<u>76,056</u>	<u>12,574</u>	<u>297,670</u>	<u>234,188</u>
NET OPERATING (REVENUE) EXPENSE	<u>77,116</u>	<u>63,482</u>	<u>76,056</u>	<u>12,574</u>	<u>297,670</u>	<u>234,188</u>
OTHER						
	<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>77,116</u>	<u>63,482</u>	<u>76,056</u>	<u>12,574</u>	<u>297,670</u>	<u>234,188</u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD	Annual Budget	
		2017	2018	2018	2018 Budget vs Actual	2018	Remaining Budget
ACTIVITY:	ROADS, SIDEWALKS & PARKING LOTS	1	2	3	4=3-2	5	6=5-2
REVENUE							
EXPENSE							
	SALARIES, WAGES & BENEFITS	54,965	32,391	54,705	22,314	111,000	78,609
	UTILITIES - HYDRO	273	252	282	30	750	498
	LAND MAINTENANCE & IMPROVEMENT	--	--	488	488	1,000	1,000
	SNOW REMOVAL AND SANDING	11,936	19,731	8,727	(11,004) (1)	18,000	(1,731)
	MATERIALS - PUBLIC WORKS	29,956	25,243	31,149	5,906	109,300	84,057
	EQUIPMENT USAGE	12,051	5,262	10,676	5,414	23,170	17,908
		<u>109,181</u>	<u>82,879</u>	<u>106,027</u>	<u>23,148</u>	<u>263,220</u>	<u>180,341</u>
NET OPERATING (REVENUE) EXPENSE		<u>109,181</u>	<u>82,879</u>	<u>106,027</u>	<u>23,148</u>	<u>263,220</u>	<u>180,341</u>
OTHER							
		--	--	--	--	--	--
		<u>109,181</u>	<u>82,879</u>	<u>106,027</u>	<u>23,148</u>	<u>263,220</u>	<u>180,341</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. Unfavourable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD		Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual		Budget	Budget
	1	2	3	fav (unfav)		2018	2018
ACTIVITY: WINTER CONTROL				4=3-2		5	6=5-2
REVENUE							
EXPENSE							
SALARIES, WAGES & BENEFITS	65,899	114,193	83,338	(30,855)	(1)	150,370	36,177
CONTRACTED SERVICES	13,041	24,654	28,500	3,846		28,500	3,846
MATERIALS - PUBLIC WORKS	89,092	82,326	93,870	11,544		116,900	34,574
EQUIPMENT USAGE	86,878	88,033	112,651	24,618		146,560	58,527
	<u>254,910</u>	<u>309,206</u>	<u>318,359</u>	<u>9,153</u>		<u>442,330</u>	<u>133,124</u>
NET OPERATING (REVENUE) EXPENSE	<u>254,910</u>	<u>309,206</u>	<u>318,359</u>	<u>9,153</u>		<u>442,330</u>	<u>133,124</u>
OTHER	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>		<u>--</u>	<u>--</u>
	<u>254,910</u>	<u>309,206</u>	<u>318,359</u>	<u>9,153</u>		<u>442,330</u>	<u>133,124</u>

NOTES

(1) Increase in wages because of hiring patrollers and additional overtime for winter events on evenings and weekends as well as extra spring snow events.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ENVIRONMENTAL SERVICES						
REVENUE						
SALE OF GOODS OR SERVICES	(4,209)	(4,778)	(3,761)	1,017	(7,180)	(2,402)
	(4,209)	(4,778)	(3,761)	1,017	(35,618)	(30,840)
EXPENSE						
SALARIES, WAGES & BENEFITS	29,821	29,368	40,190	10,822	106,351	76,983
MARKETING & PROMOTION	1,940	--	1,300	1,300	5,200	5,200
MATERIALS - PUBLIC WORKS	3,128	3,622	5,677	2,055	6,508	2,886
EQUIPMENT USAGE	7,505	5,607	6,116	509	40,410	34,803
	42,838	39,376	54,027	14,651	160,969	121,593
NET OPERATING (REVENUE) EXPENSE	38,629	34,598	50,266	15,668	125,351	90,753
OTHER						
	--	--	--	--	(4,309)	(4,309)
	38,629	34,598	50,266	15,668	121,042	86,444

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD		Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual		Budget	Budget
	1	2	3	fav (unfav)		2018	2018
ACTIVITY: ADMINISTRATION				4=3-2		5	6=5-2
REVENUE							
DONATIONS / FUNDRAISING	(2,400)	(4,747)	--	4,747	(1)	--	4,747
	(2,400)	(4,747)	--	4,747		--	4,747
EXPENSE							
SALARIES, WAGES & BENEFITS	30,722	61,798	55,705	(6,093)		120,790	58,992
ADMINISTRATIVE EXPENSE	43	58	37	(21)		75	17
OPERATING EXPENSE	--	--	48	48		100	100
COMMUNICATIONS	155	186	124	(62)		420	234
PROGRAM EXPENSES	32,312	10,910	6,049	(4,861)	(2)	9,200	(1,710)
MEETINGS, CONFERENCES, TRAINING	1,578	175	1,699	1,524		1,700	1,525
FUEL / TRANSPORTATION COSTS	763	57	661	604		1,250	1,193
MARKETING & PROMOTION	12,348	2,352	1,393	(959)		3,000	648
EQUIP REPAIRS & MAINTENANCE	--	--	48	48		100	100
	80,153	75,537	68,529	(7,008)		141,635	66,098
NET OPERATING (REVENUE) EXPENSE	77,753	70,790	68,529	(2,261)		141,635	70,845
OTHER							
	--	(4,433)	--	4,433		10,000	14,433
	77,753	66,357	68,529	2,172		151,635	85,278

NOTES

- (1) Both revenue and expenditures relate to the Safe Cycling event. All revenues from the event were donated to Autism Dog Services to sponsor a service dog for Ava.
- (2) sponsor a service dog for Ava.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PARKS AND ARENA		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	ARENA	1	2	3	4=3-2	5	6=5-2
REVENUE		-----		-----	-----	-----	-----
SALE OF GOODS OR SERVICES		(8,793)	(1,791)	(2,719)	(928)	(9,200)	(7,409)
ICE RENTAL		(99,602)	(97,021)	(101,446)	(4,425)	(231,343)	(134,322)
RENT / LEASES		(3,681)	(2,570)	(3,173)	(603)	(6,200)	(3,630)
USER FEES		(4,622)	(4,344)	(4,523)	(179)	(8,059)	(3,715)
		<u>(116,699)</u>	<u>(105,726)</u>	<u>(111,861)</u>	<u>(6,135)</u>	<u>(254,802)</u>	<u>(149,076)</u>
EXPENSE		-----		-----	-----	-----	-----
SALARIES, WAGES & BENEFITS		120,444	97,728	98,102	374	211,210	113,482
ADMINISTRATIVE EXPENSE		84	100	76	(24)	350	250
OPERATING EXPENSE		3,206	2,451	2,493	42	6,371	3,920
COMMUNICATIONS		1,755	1,718	1,574	(144)	3,140	1,422
UTILITIES - HYDRO		33,430	33,445	30,801	(2,644)	79,000	45,555
UTILITIES - NATURAL GAS		6,219	9,240	7,217	(2,023)	12,000	2,760
UTILITIES - WATER		3,133	5,097	3,414	(1,683)	11,500	6,403
SUPPLIES		3,773	(197)	1,699	1,896	2,600	2,797
FUEL / TRANSPORTATION COSTS		1,150	1,686	1,111	(575)	2,800	1,114
REPAIRS & MAINTENANCE		710	21	196	175	300	279
EQUIP REPAIRS & MAINTENANCE		3,171	2,955	7,041	4,086	24,000	21,045
BLDG REPAIRS & MAINTENANCE		7,242	4,709	8,535	3,826	16,500	11,791
SNOW REMOVAL AND SANDING		1,680	5,775	4,477	(1,298)	5,400	(375)
MAINTENANCE CONTRACTS		5,921	7,949	5,576	(2,373)	16,265	8,316
		<u>192,057</u>	<u>172,677</u>	<u>175,174</u>	<u>2,497</u>	<u>398,386</u>	<u>225,709</u>
NET OPERATING (REVENUE) EXPENSE		<u>75,358</u>	<u>66,951</u>	<u>63,313</u>	<u>(3,638)</u>	<u>143,584</u>	<u>76,633</u>
OTHER		<u>-----</u>	<u>-----</u>	<u>-----</u>	<u>-----</u>	<u>-----</u>	<u>-----</u>
		--	--	--	--	279,210	279,210
		<u>75,358</u>	<u>66,951</u>	<u>63,313</u>	<u>(3,638)</u>	<u>422,794</u>	<u>355,843</u>

NOTES

No significant variances

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PARKS AND ARENA		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2017	2018	2018	2018 Budget vs Actual	Budget	Budget
ACTIVITY:	PARKS	1	2	3	4=3-2	5	6=5-2
REVENUE							
	USER FEES	(25,053)	(26,999)	(22,650)	4,349	(24,000)	2,999
	RECOVERIES	(500)	--	(500)	(500)	(8,700)	(8,700)
	DONATIONS / FUNDRAISING	--	(11,142)	--	11,142	--	11,142
		<u>(25,553)</u>	<u>(38,141)</u>	<u>(23,150)</u>	<u>14,991</u>	<u>(32,700)</u>	<u>5,441</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	130,840	151,500	164,450	12,950	377,220	225,720
	ADMINISTRATIVE EXPENSE	--	48	--	(48)	200	152
	OPERATING EXPENSE	3,604	3,821	2,512	(1,309)	8,040	4,219
	COMMUNICATIONS	941	887	1,422	535	3,250	2,363
	UTILITIES - HYDRO	5,410	4,859	5,972	1,113	20,500	15,641
	UTILITIES - NATURAL GAS	5,242	7,053	6,047	(1,006)	8,600	1,547
	UTILITIES - WATER	2,861	908	2,757	1,849	12,500	11,592
	PROGRAM EXPENSES	941	709	921	212	5,600	4,891
	MEETINGS, CONFERENCES, TRAINING	140	28	1,000	972	1,000	972
	FUEL / TRANSPORTATION COSTS	4,992	5,571	7,201	1,630	15,000	9,429
	MARKETING & PROMOTION	480	132	324	192	1,500	1,368
	REPAIRS & MAINTENANCE	7,369	5,673	9,804	4,131	10,300	4,627
	LAND MAINTENANCE & IMPROVEMENT	9,284	40,735	29,463	(11,272)	45,500	4,765
	EQUIP REPAIRS & MAINTENANCE	13,794	14,609	12,252	(2,357)	25,000	10,391
	BLDG REPAIRS & MAINTENANCE	8,164	6,257	8,787	2,530	11,100	4,843
	SNOW REMOVAL AND SANDING	--	--	536	536	1,100	1,100
	MAINTENANCE CONTRACTS	1,781	2,511	2,230	(281)	5,020	2,509
		<u>195,843</u>	<u>245,300</u>	<u>255,678</u>	<u>10,378</u>	<u>551,430</u>	<u>306,130</u>
	NET OPERATING (REVENUE) EXPENSE	<u>170,290</u>	<u>207,159</u>	<u>232,528</u>	<u>25,369</u>	<u>518,730</u>	<u>311,571</u>
	OTHER						
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>149,000</u>	<u>149,000</u>
		<u>170,290</u>	<u>207,159</u>	<u>232,528</u>	<u>25,369</u>	<u>667,730</u>	<u>460,571</u>

NOTES

- (1) Rotary donation to sponsor new Recreational Trails Signage.
- (2) New trails signage paid for by the Rotary donation.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PARKS PROGRAMS						
REVENUE						
SALE OF GOODS OR SERVICES	(11,414)	(9,665)	(8,832)	833	(16,500)	(6,835)
	(11,384)	(9,665)	(8,832)	833	(23,060)	(13,395)
EXPENSE						
SALARIES, WAGES & BENEFITS	48	10,463	11,985	1,522	60,060	49,597
OPERATING EXPENSE	--	--	512	512	1,050	1,050
COMMUNICATIONS	--	--	25	25	50	50
SUPPLIES	10,085	8,458	9,077	619	21,000	12,542
CONTRACTED SERVICES	--	--	907	907	8,860	8,860
MARKETING & PROMOTION	32	221	--	(221)	3,500	3,279
	10,165	19,141	22,506	3,365	98,520	79,379
NET OPERATING (REVENUE) EXPENSE	(1,219)	9,476	13,674	4,198	75,460	65,984
OTHER						
	--	--	--	--	--	--
	(1,219)	9,476	13,674	4,198	75,460	65,984

NOTES

No significant variances projected at this time

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual	2018	2018
	1	2	3	fav (unfav)	5	6=5-2
ACTIVITY: CAMI PARKS / SUZUKI HOUSE				4=3-2		
REVENUE						
RENT / LEASES	--	--	(4,890)	(4,890)	(10,040)	(10,040)
	0	0	(4,890)	(4,890)	(30,040)	(30,040)
EXPENSE						
SALARIES, WAGES & BENEFITS	10,952	5,123	5,261	138	10,040	4,917
UTILITIES - HYDRO	24,400	21,875	20,319	(1,556)	50,000	28,125
UTILITIES - NATURAL GAS	2,447	2,766	3,069	303	5,700	2,934
UTILITIES - WATER	6,020	4,175	13,203	9,028	34,000	29,825
LAND MAINTENANCE & IMPROVEMENT	1,680	128	1,764	1,637	2,000	1,873
EQUIP REPAIRS & MAINTENANCE	5,128	6,195	5,086	(1,109)	10,000	3,805
BLDG REPAIRS & MAINTENANCE	2,941	5,457	2,713	(2,744)	5,000	(457)
SNOW REMOVAL AND SANDING	2,940	6,455	4,788	(1,667)	5,000	(1,455)
MAINTENANCE CONTRACTS	2,143	2,873	1,585	(1,288)	5,384	2,511
	58,651	55,046	57,788	2,742	187,044	131,998
NET OPERATING (REVENUE) EXPENSE	58,651	55,046	52,898	(2,148)	157,004	101,958
OTHER	--	--	--	--	--	--
	58,651	55,046	52,898	(2,148)	157,004	101,958

NOTES

- (1) The Town and Seniors Center are in the process of lease agreement negotiations. Once the new contract has been signed the Center will resume lease payments.
- (2) Main drivers are an unanticipated expensive door repair, inspection of the 2nd floor to confirm that it can hold heavy gym equipment, and Electrical Safety Authority inspections. The unfavourable variance is projected to the end of the year.
- (3) Longer winter and above average snowfalls. The unfavourable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	ADMINISTRATION	1	2	3	4=3-2	5	6=5-2
		fav (unfav)					
REVENUE							
	SALE OF GOODS OR SERVICES	(567)	(515)	--	515	--	515
	USER FEES	(301)	(155)	(326)	(171)	(500)	(345)
	RECOVERIES	(546)	(299)	--	299	--	299
		<u>(1,414)</u>	<u>(969)</u>	<u>(326)</u>	<u>643</u>	<u>(500)</u>	<u>469</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	64,126	33,442	29,675	(3,767)	64,670	31,228
	ADMINISTRATIVE EXPENSE	5,305	7,774	5,390	(2,384)	16,075	8,301
	COMMUNICATIONS	5,498	4,852	4,979	127	10,000	5,148
	SUPPLIES	454	282	--	(282)	--	(282)
	MARKETING & PROMOTION	--	--	97	97	200	200
		<u>75,995</u>	<u>46,350</u>	<u>40,955</u>	<u>(5,395)</u>	<u>92,345</u>	<u>45,995</u>
NET OPERATING (REVENUE) EXPENSE		<u>74,581</u>	<u>45,381</u>	<u>40,629</u>	<u>(4,752)</u>	<u>91,845</u>	<u>46,464</u>
OTHER							
		--	--	--	--	--	--
		<u>74,581</u>	<u>45,381</u>	<u>40,629</u>	<u>(4,752)</u>	<u>91,845</u>	<u>46,464</u>

NOTES

No significant variances projected at this time

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2017	2018	2018	2018 Budget vs Actual	Budget	Budget
ACTIVITY:	AQUATICS	1	2	3	4=3-2	5	6=5-2
REVENUE							
	SALE OF GOODS OR SERVICES	--	--	(488)	--	(1,000)	(1,000)
	RENT / LEASES	(9,635)	(15,811)	(7,496)	8,315 (1)	(16,448)	(637)
	USER FEES	(14,876)	(15,614)	(12,520)	3,094	(25,500)	(9,886)
	MEMBERSHIPS	(6,510)	(14,297)	(7,034)	7,263 (2)	(24,174)	(9,877)
	PROGRAM REVENUES	(79,692)	(80,376)	(88,926)	(8,550) (3)	(151,557)	(71,181)
	DONATIONS / FUNDRAISING	--	(5,000)	--	5,000 (4)	--	5,000
		<u>(110,713)</u>	<u>(131,098)</u>	<u>(116,464)</u>	<u>15,122</u>	<u>(218,679)</u>	<u>(87,581)</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	139,324	159,200	157,566	(1,634)	340,860	181,660
	OPERATING EXPENSE	285	4,923	484	(4,439) (5)	4,350	(573)
	SUPPLIES	2,016	3,528	1,916	(1,612) (6)	4,000	472
	PROGRAM EXPENSES	2,829	1,559	2,601	1,042	4,981	3,422
	MEETINGS, CONFERENCES, TRAINING	1,125	502	662	160	990	488
	FUEL / TRANSPORTATION COSTS	97	196	88	(108)	385	189
		<u>145,677</u>	<u>169,908</u>	<u>163,317</u>	<u>(6,591)</u>	<u>355,566</u>	<u>185,658</u>
	NET OPERATING (REVENUE) EXPENSE	<u>34,964</u>	<u>38,810</u>	<u>46,853</u>	<u>8,531</u>	<u>136,887</u>	<u>98,077</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
		<u>34,964</u>	<u>38,810</u>	<u>46,853</u>	<u>8,531</u>	<u>136,887</u>	<u>98,077</u>

NOTES

- (1) Swim to Survive Program funded through the school board resulted in additional revenue that was not budget for.
- (2) Increase in memberships due to the change in fee structure, decrease in program revenues (punch cards etc.) offset but the increase in memberships.
- (3) memberships.
- (4) A \$5,000 donation to the pool offset an unfavourable variance in operating expenses triggered by the purchase of new pool equipment
- (5) including slides, toys etc.
- (6) Supplies expenditures are higher than budgeted due to a change over of safety materials from Red Cross to Life Savings.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	FITNESS	1	2	3	4=3-2	5	6=5-2
REVENUE							
	USER FEES	(9,327)	(7,061)	(9,650)	(2,589)	(17,057)	(9,996)
	MEMBERSHIPS	(54,946)	(49,771)	(51,505)	(1,734)	(105,440)	(55,669)
	PROGRAM REVENUES	(3,275)	(2,628)	(3,580)	(952)	(7,630)	(5,002)
		<u>(67,548)</u>	<u>(59,460)</u>	<u>(64,735)</u>	<u>(5,275)</u>	<u>(130,127)</u>	<u>(70,667)</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	50,453	62,912	65,328	2,416	138,850	75,938
	OPERATING EXPENSE	851	1,113	1,919	806	2,150	1,037
	SUPPLIES	196	69	550	481	550	481
	PROGRAM EXPENSES	454	143	399	256	400	257
	MEETINGS, CONFERENCES, TRAINING	500	780	828	48	1,380	600
	CONTRACTED SERVICES	795	1,025	737	(288)	1,500	475
	MARKETING & PROMOTION	--	--	146	146	300	300
	EQUIP REPAIRS & MAINTENANCE	777	735	2,999	2,264	3,000	2,265
		<u>54,029</u>	<u>66,796</u>	<u>72,909</u>	<u>6,113</u>	<u>148,430</u>	<u>81,634</u>
NET OPERATING (REVENUE) EXPENSE		<u>(13,520)</u>	<u>7,336</u>	<u>8,174</u>	<u>838</u>	<u>18,303</u>	<u>10,967</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>10,000</u>	<u>10,000</u>
		<u>(13,520)</u>	<u>7,336</u>	<u>8,174</u>	<u>838</u>	<u>28,303</u>	<u>20,967</u>

NOTES

No significant variances projected at this time

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2017	2018	2018	2018 Budget vs Actual	Budget	Budget
ACTIVITY:	PROGRAMS	1	2	3	4=3-2	5	6=5-2
						2018	2018
REVENUE							
	USER FEES	(38,653)	(43,845)	(44,378)	(533)	(60,899)	(17,054)
	PROGRAM REVENUES	(48,414)	(45,723)	(59,908)	(14,185)	(110,408)	(64,685)
		(87,067)	(89,568)	(104,286)	(14,718)	(177,307)	(87,739)
EXPENSE							
	SALARIES, WAGES & BENEFITS	72,789	79,255	84,471	5,216	214,670	135,415
	SUPPLIES	1,796	1,998	2,691	693	7,955	5,957
	PROGRAM EXPENSES	3,886	3,932	4,344	412	9,320	5,388
	MEETINGS, CONFERENCES, TRAINING	140	209	145	(64)	1,200	991
	FUEL / TRANSPORTATION COSTS	36	33	248	215	500	467
	MARKETING & PROMOTION	--	--	146	146	300	300
		79,365	85,577	92,939	7,362	235,495	149,918
NET OPERATING (REVENUE) EXPENSE		(7,702)	(3,991)	(11,347)	(7,356)	58,188	62,179
OTHER							
		--	--	--	--	--	--
		(7,702)	(3,991)	(11,347)	(7,356)	58,188	62,179

NOTES

(1) Lower registration in adult programs and youth programs (yoga, karate, Pilates etc.).

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
REVENUE							
SALE OF GOODS OR SERVICES		(737)	(1,045)	(1,285)	(240)	(2,500)	(1,455)
RENT / LEASES		(1,591)	(354)	(686)	(332)	(925)	(571)
		<u>(2,328)</u>	<u>(1,398)</u>	<u>(1,971)</u>	<u>(573)</u>	<u>(3,425)</u>	<u>(2,027)</u>
EXPENSE							
SALARIES, WAGES & BENEFITS		152,784	112,395	138,172	25,777 (1)	296,580	184,185
OPERATING EXPENSE		6,042	5,531	5,248	(283)	10,860	5,329
COMMUNICATIONS		--	25	--	(25)	72	47
UTILITIES - HYDRO		35,892	31,436	33,941	2,505	100,000	68,564
UTILITIES - NATURAL GAS		20,343	22,964	20,124	(2,840)	41,000	18,036
UTILITIES - WATER		10,031	11,910	10,925	(985)	28,500	16,590
SUPPLIES		150	102	1,500	1,398	1,500	1,398
MEETINGS, CONFERENCES, TRAINING		--	--	876	876	1,800	1,800
MARKETING & PROMOTION		--	--	243	243	500	500
REPAIRS & MAINTENANCE		6,070	5,747	8,250	2,503	16,000	10,253
EQUIP REPAIRS & MAINTENANCE		20,716	6,067	10,436	4,369	27,500	21,433
BLDG REPAIRS & MAINTENANCE		13,517	21,846	11,283	(10,563) (2)	20,000	(1,846)
SNOW REMOVAL AND SANDING		3,360	7,230	5,892	(1,338) (3)	6,500	(730)
MAINTENANCE CONTRACTS		10,312	10,606	10,789	183	18,000	7,394
		<u>279,217</u>	<u>235,859</u>	<u>257,679</u>	<u>21,820</u>	<u>568,812</u>	<u>332,953</u>
NET OPERATING (REVENUE) EXPENSE		<u>276,888</u>	<u>234,461</u>	<u>255,708</u>	<u>21,247</u>	<u>565,387</u>	<u>330,926</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>460,000</u>	<u>460,000</u>
		<u>276,888</u>	<u>234,461</u>	<u>255,708</u>	<u>21,247</u>	<u>1,025,387</u>	<u>790,926</u>

NOTES

- (1) Paid out less in part time wages than anticipated.
- (2) The main driver of this unfavourable variance is the repair of exterior brick (\$10,000). The unfavourable variance is projected to the end of the year.
- (3) Longer winter and above average snowfalls. The unfavourable variance is projected to the end of the year.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: YOUTH CENTRE		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
REVENUE							
RENT / LEASES		(15,961)	(16,038)	(16,209)	(171)	(31,376)	(15,338)
RECOVERIES		(225)	--	(386)	(386)	(1,250)	(1,250)
		<u>(16,186)</u>	<u>(16,038)</u>	<u>(16,595)</u>	<u>(557)</u>	<u>(47,626)</u>	<u>(31,588)</u>
EXPENSE							
SALARIES, WAGES & BENEFITS		30,252	27,843	27,142	(701)	62,720	34,877
OPERATING EXPENSE		2,442	1,327	2,357	1,030	6,920	5,593
COMMUNICATIONS		--	25	--	(25)	72	47
UTILITIES - HYDRO		6,939	5,549	9,641	4,092	24,134	18,585
UTILITIES - NATURAL GAS		3,353	4,664	4,197	(467)	7,000	2,336
UTILITIES - WATER		774	857	1,028	171	2,800	1,943
FUEL / TRANSPORTATION COSTS		106	81	185	104	400	319
REPAIRS & MAINTENANCE		194	--	364	364	1,450	1,450
EQUIP REPAIRS & MAINTENANCE		2,080	2,277	1,062	(1,215)	6,500	4,223
BLDG REPAIRS & MAINTENANCE		2,823	13,217	14,562	1,345	21,900	8,683
SNOW REMOVAL AND SANDING		1,680	5,295	4,166	(1,129)	5,000	(295)
MAINTENANCE CONTRACTS		2,921	3,694	2,614	(1,080)	5,636	1,942
		<u>53,562</u>	<u>64,829</u>	<u>67,318</u>	<u>2,489</u>	<u>149,532</u>	<u>84,703</u>
NET OPERATING (REVENUE) EXPENSE		<u>37,376</u>	<u>48,791</u>	<u>50,723</u>	<u>1,932</u>	<u>101,906</u>	<u>53,115</u>
OTHER							
		--	--	--	--	--	--
		<u>37,376</u>	<u>48,791</u>	<u>50,723</u>	<u>1,932</u>	<u>101,906</u>	<u>53,115</u>

NOTES

No significant variances projected at this time.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: YOUTH CENTRE	YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
	2017	2018	2018	2018 Budget vs Actual	Budget	Budget
	1	2	3	fav (unfav)	2018	2018
ACTIVITY: GENERAL PROGRAMS				4=3-2	5	6=5-2
REVENUE						
SALE OF GOODS OR SERVICES	(6,296)	(689)	--	689	--	689
RENT / LEASES	(112)	(111)	(97)	14	(200)	(89)
USER FEES	(17,604)	(15,271)	(15,153)	118	(19,835)	(4,564)
MEMBERSHIPS	(540)	(454)	(408)	46	(1,000)	(546)
GRANTS / SUBSIDIES / REBATES	(38,846)	(61,488)	(48,936)	12,552	(53,219)	8,269
PROGRAM REVENUES	(735)	--	(1,842)	(1,842)	(2,900)	(2,900)
DONATIONS / FUNDRAISING	(90,705)	(102,448)	(83,219)	19,229	(146,674)	(44,226)
	<u>(154,838)</u>	<u>(180,461)</u>	<u>(149,655)</u>	<u>30,806</u>	<u>(223,828)</u>	<u>(43,367)</u>
EXPENSE						
SALARIES, WAGES & BENEFITS	243,144	247,135	247,360	225	581,944	334,809
ADMINISTRATIVE EXPENSE	1,567	1,498	2,454	956	5,675	4,177
OPERATING EXPENSE	723	17,394	16,180	(1,214)	22,224	4,830
COMMUNICATIONS	3,992	2,651	4,167	1,516	7,500	4,849
SUPPLIES	1,292	8,401	5,765	(2,636)	21,595	13,194
PROGRAM EXPENSES	4,361	2,610	5,322	2,712	15,615	13,005
MEETINGS, CONFERENCES, TRAINING	594	1,606	1,481	(125)	3,850	2,244
FUEL / TRANSPORTATION COSTS	396	766	814	48	4,400	3,634
PROFESSIONAL FEES	--	--	1,022	1,022	2,100	2,100
CONTRACTED SERVICES	60	22	387	365	790	768
MARKETING & PROMOTION	475	475	1,791	1,316	3,925	3,450
EQUIP REPAIRS & MAINTENANCE	199	673	635	(38)	1,500	827
	<u>256,803</u>	<u>283,232</u>	<u>287,378</u>	<u>4,146</u>	<u>671,118</u>	<u>387,886</u>
NET OPERATING (REVENUE) EXPENSE	<u>101,965</u>	<u>102,771</u>	<u>137,723</u>	<u>34,952</u>	<u>447,290</u>	<u>344,519</u>
OTHER						
TRANSFER TO RESERVES & RES FUNDS	--	--	1,250	1,250	2,500	2,500
	--	--	1,250	1,250	2,500	2,500
	<u>101,965</u>	<u>102,771</u>	<u>138,973</u>	<u>36,202</u>	<u>449,790</u>	<u>347,019</u>

NOTES

(1) The variance is due to additional funding from United Way and from the RBC Afterschool fund.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: MUSEUMS	ACTIVITY: FACILITY	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
		1	2	3	fav (unfav)	5	6=5-2
					4=3-2		
REVENUE							
EXPENSE							
UTILITIES - HYDRO		888	974	1,360	386	4,200	3,226
UTILITIES - NATURAL GAS		748	1,013	916	(97)	1,600	587
UTILITIES - WATER		945	901	996	95	2,600	1,699
BLDG REPAIRS & MAINTENANCE		926	1,250	3,512	2,262	11,200	9,950
SNOW REMOVAL AND SANDING		1,260	2,890	1,093	(1,797)	2,000	(890)
		<u>5,238</u>	<u>7,192</u>	<u>9,388</u>	<u>2,196</u>	<u>24,050</u>	<u>16,858</u>
NET OPERATING (REVENUE) EXPENSE		<u>5,238</u>	<u>7,192</u>	<u>9,388</u>	<u>2,196</u>	<u>24,050</u>	<u>16,858</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>9,000</u>	<u>9,000</u>
		<u>5,238</u>	<u>7,192</u>	<u>9,388</u>	<u>2,196</u>	<u>33,050</u>	<u>25,858</u>

NOTES

No significant variances projected at this time.

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: MUSEUMS		YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
		2017	2018	2018	2018 Budget vs Actual	2018	2018
ACTIVITY:	PROGRAMS	1	2	3	4=3-2	5	6=5-2
		fav (unfav)					
REVENUE							
	SALE OF GOODS OR SERVICES	(2,015)	(2,727)	(1,898)	829	(5,000)	(2,273)
	RENT / LEASES	(108)	(67)	(78)	(11)	(100)	(33)
	USER FEES	(552)	(826)	(511)	315	(1,700)	(874)
	PROGRAM REVENUES	(14,481)	(7,670)	(7,067)	603	(8,500)	(830)
	DONATIONS / FUNDRAISING	(1,315)	(1,583)	(1,183)	400	(4,550)	(2,967)
		<u>(18,471)</u>	<u>(12,873)</u>	<u>(10,737)</u>	<u>2,136</u>	<u>(30,226)</u>	<u>(17,353)</u>
EXPENSE							
	SALARIES, WAGES & BENEFITS	64,803	66,561	68,254	1,693	156,360	89,799
	ADMINISTRATIVE EXPENSE	323	371	696	325	1,450	1,079
	OPERATING EXPENSE	8	397	351	(46)	1,550	1,153
	COMMUNICATIONS	358	295	370	75	750	455
	SUPPLIES	2,021	2,230	1,706	(524)	4,000	1,770
	PROGRAM EXPENSES	6,141	6,336	7,794	1,458	25,060	18,724
	MEETINGS, CONFERENCES, TRAINING	1,264	14	1,220	1,206	1,700	1,686
	FUEL / TRANSPORTATION COSTS	--	--	97	97	300	300
	MARKETING & PROMOTION	1,588	1,573	1,976	403	5,050	3,477
	MAINTENANCE CONTRACTS	--	--	243	243	500	500
		<u>76,698</u>	<u>77,779</u>	<u>82,970</u>	<u>5,191</u>	<u>199,520</u>	<u>121,741</u>
NET OPERATING (REVENUE) EXPENSE		<u>58,227</u>	<u>64,906</u>	<u>72,233</u>	<u>7,327</u>	<u>169,294</u>	<u>104,388</u>
OTHER							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
		<u>58,227</u>	<u>64,906</u>	<u>72,233</u>	<u>7,327</u>	<u>169,294</u>	<u>104,388</u>

NOTES

No significant variances projected at this time

Town of Ingersoll
6 Months Ended June 30, 2018

DEPARTMENT: ECONOMIC DEVELOPMENT	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2017	2018	2018	2018 Budget vs Actual fav (unfav)	2018	2018
	1	2	3	4=3-2	5	6=5-2
REVENUE						
GRANTS / SUBSIDIES / REBATES	--	(14,234)	(10,000)	4,234	(5,000)	9,234
	0	(14,234)	(10,000)	4,234	(5,000)	9,234
EXPENSE						
SALARIES, WAGES & BENEFITS	59,666	56,698	65,115	8,417	137,310	80,612
ADMINISTRATIVE EXPENSE	200	318	--	(318)	50	(268)
OPERATING EXPENSE	--	38	--	(38)	700	662
COMMUNICATIONS	692	328	673	345	1,500	1,172
PROGRAM EXPENSES	10,927	10,825	12,160	1,335	12,365	1,540
MEETINGS, CONFERENCES, TRAINING	6,998	1,845	4,808	2,963	9,250	7,405
FUEL / TRANSPORTATION COSTS	156	1,250	194	(1,056)	3,500	2,250
PROFESSIONAL FEES	4,875	14,913	16,492	1,579	25,500	10,587
MARKETING & PROMOTION	3,003	13,189	16,696	3,507	74,500	61,311
	86,516	99,403	116,138	16,735	264,675	165,272
NET OPERATING (REVENUE) EXPENSE	86,516	85,170	106,138	20,968	259,675	174,505
OTHER						
	--	--	--	--	10,000	10,000
	86,516	85,170	106,138	20,968	269,675	184,505

NOTES

No significant variances projected at this time



DEPARTMENT: Treasury

REPORT NO: T-019-18

COUNCIL MEETING DATE: August 13th, 2018

TITLE: 2017 Audited Financial Statements and Auditors' Report

OBJECTIVE

This report presents the 2017 Audited Consolidated Financial Statements.

The report recommends that the 2017 Consolidated Financial Statements be approved and the annual operating budget surplus be allocated to the Legal reserve.

BACKGROUND

The Municipal Act requires that the Town of Ingersoll prepare annual financial statements in accordance with Canadian public sector accounting standards. The accounting standards are set by the Public Sector Accounting Board (PSAB) and differ from what is primarily a cash basis method that the Town uses in its budget process.

Key differences are highlighted in Note 11 to the Consolidated Financial Statements. All reserve and reserve fund transfers, debt principal repayments and capital additions are excluded when preparing the PSAB compliant budget.

The Financial Statements are also consolidated which means that the amounts not only include the Town's operations but also the BIA, Ingersoll Rural Cemetery Boards and a portion of EARTH Corporation.

The Town must appoint an auditor licensed under the Public Accounting Act who is responsible to annually audit the accounts and transactions and express an opinion on the financial statements. The Auditors' Report to the councilors been prepared to facilitate communication with those charged with governance, as required by Canadian Auditing Standards.

These standards require that the auditor communicate various matters including:

- Auditor responsibilities in relation to the financial statement audit
- Planned scope and timing of the audit
- Auditor independence

DEPARTMENT REPORT NO. T-019-18
REGULAR MEETING OF COUNCIL
Date August 13, 2018

- Significant findings from the audit.

ANALYSIS

A review of the Town's financial operations for the twelve-month period ended December 31, 2017 was completed as part of financial management best practices and budgetary control and submitted to Council for review in May 2018. At that time a \$5,883 operating surplus was projected. Since then EARTH Corporation declared dividends totaling \$500,000. The proportionate share of these dividends to be received by the Town was \$194,549. The declared dividends had to be included in the 2017 financial results. Therefore, the 2017 operating budget surplus has been revised and confirmed at \$200,431 or approximately 1.1% of budgeted expenditures.

The surplus reported in the 2017 Audited Consolidated Financial Statements is confirmed at \$3,206,262. Please refer to Appendix A for the 2017 Consolidated Financial Statements.

The reconciliation of the financial statement surplus to the Town's operating budget surplus is as follows:

Town of Ingersoll 2017 Financial Statements Budget to PSAB Reconciliation

Ending surplus per general ledger	\$200,431
Budgeted items which are not PSAB revenue or expense	
Net reserve transactions	4,212,422
Levy contribution to capital	-
Principal repayment of debt	729,590
PSAB Adjustments not reflected in operating budget	
Capital fund revenue	434,541
Capital fund expensed not capitalized	(277,538)
Amortization of tangible capital assets	(2,825,818)
Assets donated	614,648
Loss on disposal of assets	(236,262)
Increase in equity of EARTH Corporation	180,762
Increase in employee benefits payable	92,199
	<hr/>
Town 2017 annual surplus using PSAB basis	3,124,975
BIA and Cemetery annual surplus using PSAB basis	<hr/> 81,287

2017 Consolidated annual surplus per audited financial statements \$3,206,262

General Comments

Overall the Town of Ingersoll has strengthened its financial position again in 2017.

2017 Consolidated Financial Position

	<u>2017</u>	<u>2016</u>	<u>Change</u>
Financial Assets	\$ 28,094,272	\$ 24,906,335	\$ 3,187,937
Liabilities	16,514,382	16,738,098	(223,716)
Net Financial Assets (Debt)	11,579,890	8,168,237	3,411,653
Non-financial Assets	<u>65,726,995</u>	<u>65,932,386</u>	<u>(205,391)</u>
Accumulated Surplus	<u>\$ 77,306,885</u>	<u>\$ 74,100,623</u>	<u>\$ 3,206,262</u>

Financial assets increased by \$3.18 million mainly due to a higher cash balance (\$3.3 million) and increased investment in EARTH (\$180 thousand).

Liabilities decreased by \$223 thousand mainly due to decreases in long term debt (\$730 thousand) offset by increases in accounts payable and deferred revenue (\$598 thousand).

The Town's net financial assets, calculated as financial assets less liabilities, increased by \$3.4 million. As of December 31, 2017 the Town is in a net financial assets position that indicates that the Town has financial resources available to fund future operations.

Non-financial assets decreased by \$205 thousand as the result of a \$205 thousand reduction in net tangible capital assets.

Results of Operation

The Town's consolidated revenues are \$19 million and include property taxes, user charges, government grants and capital contributions. Consolidated expenses total \$15.8 million and include operating, program and amortization expenses. The results of operations is an annual surplus of \$3.2 million.

Tangible Capital Assets

During the year the Town added approximately \$2.9 million of new assets and disposed of \$822 thousand of assets. After accounting for accumulated amortization, the Town's net book values of assets decreased by \$205 thousand. Asset additions include \$615 thousand of contributed assets from developers including roads, sidewalks and storm water infrastructure.

Long Term Debt

During the year the Town did not issue new debt and repaid \$729 thousand of serial debentures. Debt outstanding at year end was \$4.8 million.

Reserves and Reserve Funds

At the end of 2017, the reserves totaled \$9.6 million, up \$2.3 million over 2016.

INTERDEPARTMENTAL IMPLICATIONS

None.

FINANCIAL IMPLICATIONS

Presented in the body of the report.

RECOMMENDATION

That the 2017 Audited Consolidated Financial Statements be received and approved.

And, that the surplus generated from operations in the amount of \$200,431.43 to be transferred to the Legal Reserve to fund legal and consulting costs related to the proposed landfill.

ATTACHMENTS

2017 Audited Consolidated Financial Statements

Prepared by: Iryna Koval, Director of Finance, Treasurer

Approved by: William Tigert, Chief Administrative Officer

**The Corporation of the
Town of Ingersoll**

Consolidated Financial Statements
For the year ended December 31, 2017

**The Corporation of the Town of Ingersoll
Consolidated Financial Statements
For the year ended December 31, 2017**

Contents

Independent Auditors' Report	2
Consolidated Statement of Financial Position	3
Consolidated Statement of Operations	4
Consolidated Statement of Change in Net Financial Assets (Debt)	5
Consolidated Statement of Cash Flows	6
Summary of Significant Accounting Policies	7-9
Notes to the Consolidated Financial Statements	10-22

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Town of Ingersoll

We have audited the accompanying consolidated financial statements of The Corporation of the Town of Ingersoll which comprise the consolidated statement of financial position as at December 31, 2017, and the consolidated statements of operations, change in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Town Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as Town management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Town management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of The Corporation of the Town of Ingersoll as at December 31, 2017, and the consolidated results of its operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.



August 2, 2018
Brantford, Ontario

CHARTERED PROFESSIONAL ACCOUNTANTS
Licensed Public Accountants

The Corporation of the Town of Ingersoll
Consolidated Statement of Financial Position

For the year ended December 31

2017

2016

Financial Assets

Cash and Cash Equivalents	\$ 14,454,067	\$ 11,199,872
Taxes Receivable	874,370	1,115,078
Accounts Receivable	931,877	938,189
Land for resale (Note 1)	1,919,129	1,919,129
Investment in Government Business Enterprise (Note 2)	9,914,829	9,734,067
	<u>28,094,272</u>	<u>24,906,335</u>

Liabilities

Accounts Payable and Accrued Liabilities	3,870,368	3,535,957
Employee Benefits Liability (Note 3)	5,164,817	5,257,015
Deferred Revenue (Note 4)	2,641,756	2,378,094
Net Long-Term Debt (Note 5)	4,837,441	5,567,032
	<u>16,514,382</u>	<u>16,738,098</u>

Net Financial Assets (Debt)

11,579,890 8,168,237

Non-financial Assets

Tangible Capital Assets (Note 6)	65,573,398	65,716,506
Prepaid Expenses and Inventories of Supplies	153,597	215,880
	<u>65,726,995</u>	<u>65,932,386</u>

Accumulated Surplus (Note 7)

\$ 77,306,885 \$ 74,100,623

Contingent Liabilities (Note 12)

Treasurer

Mayor

The Corporation of the Town of Ingersoll
Consolidated Statement of Operations

For the year ended December 31	Budget 2017	2017	2016
	Note 11		
Revenue			
Taxation	\$ 13,516,982	\$ 13,678,597	\$ 13,343,154
Government Grants - Federal (Note 8)	24,966	621,686	399,397
Government Grants - Provincial (Note 8)	480,776	871,496	885,109
Municipal Transfers	345,242	347,773	338,135
User fees and service charges	1,096,053	1,018,225	1,093,963
Income (loss) from government business enterprises (Note 2)	-	180,762	454,123
Other (Note 9)	1,605,838	2,289,350	3,064,662
	<u>17,069,857</u>	<u>19,007,889</u>	<u>19,578,543</u>
Expenses			
General Government	\$ 2,431,112	\$ 2,726,820	\$ 2,414,833
Protection Services	3,802,525	3,756,134	3,917,915
Transportation Services	4,237,615	4,152,418	3,926,729
Environmental Services	629,185	667,793	617,080
Health Services	146,930	106,667	104,080
Recreational and Cultural Services	4,228,468	4,155,314	4,223,189
Planning and Development	285,565	236,481	252,402
	<u>15,761,400</u>	<u>15,801,627</u>	<u>15,456,228</u>
Annual Surplus	<u>1,308,457</u>	<u>3,206,262</u>	<u>4,122,315</u>
Accumulated Surplus, beginning of year	<u>74,100,623</u>	<u>74,100,623</u>	<u>69,978,308</u>
Accumulated Surplus, end of year	<u>\$ 75,409,080</u>	<u>\$ 77,306,885</u>	<u>\$ 74,100,623</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements

The Corporation of the Town of Ingersoll
Consolidated Statement of Change in Net Financial Assets (Debt)

For the year ended December 31	Budget 2017	2017	2016
	Note 11		
Annual surplus	\$ 1,308,457	\$ 3,206,262	\$ 4,122,315
Acquisition of tangible capital assets	(4,250,000)	(2,918,974)	(4,331,285)
Amortization of tangible capital assets	2,823,237	2,825,820	2,712,972
Loss (gain) on disposal of tangible capital assets	236,262	58,560	123,157
Proceeds on sale of tangible capital assets	-	177,702	76,634
	<u>\$ 117,956</u>	<u>\$ 3,349,370</u>	<u>\$ 2,703,793</u>
Consumption of prepaid expenses and inventory of supplies	\$ -	\$ 62,283	\$ (39,123)
Net change in net financial assets (debt)	117,956	3,411,653	2,664,670
Net financial assets (debt), beginning of year	8,168,237	8,168,237	5,503,567
Net financial assets (debt), end of year	<u>\$ 8,286,193</u>	<u>\$ 11,579,890</u>	<u>\$ 8,168,237</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements

The Corporation of the Town of Ingersoll
Consolidated Statement of Cash Flows

For the year ended December 31

2017

2016

Operating Transactions

Annual surplus	\$ 3,206,262	\$ 4,122,315
Items not involving cash		
Change in net equity - ERTH Corporation	(180,762)	(454,123)
Amortization	2,825,820	2,712,972
(Gain) loss on disposal of tangible capital assets	58,560	123,157
Changes in non-cash operating balances		
Taxes receivable	240,708	86,812
Accounts receivable	6,312	311,556
Prepaid expenses and inventories of supplies	62,283	(39,123)
Accounts payable and accrued liabilities	334,411	271,950
Employee benefits liability	(92,198)	(85,845)
Deferred Revenue	263,662	325,818
	6,725,058	7,375,489

Capital Transactions

Acquisition of tangible capital assets	(2,918,974)	(4,331,285)
Proceeds on sale of tangible capital assets	177,702	76,634
	(2,741,272)	(4,254,651)

Financing transactions

Repayment of long-term debt	(729,591)	(716,744)
	(729,591)	(716,744)

Net change in cash and cash equivalents

3,254,195 2,404,094

Cash and cash equivalents, beginning of year

11,199,872 8,795,778

Cash and cash equivalents, end of year

\$ 14,454,067 \$ 11,199,872

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements

The Corporation of the Town of Ingersoll
Summary of Significant Accounting Policies
December 31, 2017

**Management's
Responsibility for the
Financial Statements**

The consolidated financial statements of the Corporation of the Town of Ingersoll are the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board of CPA Canada. The Corporation of the Town of Ingersoll is a municipality in the Province of Ontario and operates under the provisions of the Community Charter. The Corporation of the Town of Ingersoll provides municipal services such as fire, public works, planning, parks, recreation and other general government services.

Basis of Consolidation

The consolidated statements reflect the assets, liabilities, revenue and expenses of all municipal organizations, committees and boards which are owned or controlled by the Corporation of the Town of Ingersoll.

A government partnership exists where the municipality has shared control over the board or entity. The municipality's pro-rata share of the assets, liabilities, revenues, and expenses are reflected in the financial statements using the proportionate consolidation method. All inter-entity transactions and balances have been eliminated. The following entity has been proportionately consolidated:

Ingersoll Rural Cemetery Board	87.5%
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The investment in a government business enterprise is accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow Canadian generally accepted accounting principles for publicly accountable enterprises, are not adjusted to conform with Public Sector Accounting Standards and inter-entity transactions and balances are not eliminated. The following government business enterprise is reflected in the consolidated financial statements:

ERTH Corporation	38.91%
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**Cash and Cash
Equivalents**

Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.

The Corporation of the Town of Ingersoll
Summary of Significant Accounting Policies
December 31, 2017

**Tangible Capital
Assets**

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight line basis over the estimated life of the tangible capital asset commencing the month subsequent when the asset is available for productive use as follows:

Land Improvements	20 to 25 years
Facilities	25 to 100 years
Infrastructure	11 to 80 years
Vehicles, machinery and equipment	5 to 20 years

**County and School
Board**

The Corporation of the Town of Ingersoll collects taxation revenue on behalf of the school boards and the County of Oxford. Such levies, other revenues, expenses, assets and liabilities with respect to the operations of these entities are not reflected in these financial statements.

Trust Funds

Trust funds held in trust by the Corporation of the Town of Ingersoll, and their related operations, are not included in these financial statements. The financial activity and position of the trust funds are reported separately.

Deferred Revenue

Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the consolidated statement of financial position. The revenue is recognized in the consolidated statement of operations in the year in which it is used for the specific purpose.

Government Transfers

Government transfers, which include legislative grants, are recognized in the financial statements in the period in which events giving rise to the transfers occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amount can be made.

The Corporation of the Town of Ingersoll
Summary of Significant Accounting Policies
December 31, 2017

**Retirement Benefits and
Other Employee
Benefit Plans**

The Corporation of the Town of Ingersoll's contributions due during the period to its multi-employer defined benefit plan are expensed as incurred. The costs of other retirement benefits that accumulate over the period of service provided by employees are determined using the projected benefit method prorated on services based on management's best estimate.

Revenue Recognition

Taxes are recognized as revenue in the year they are levied. Taxation revenue recognized each year is adjusted for estimates for expected supplementary taxes, appeals and non-collectible taxes.

Conditional grant revenue is recognized to the extent the conditions imposed on it have been fulfilled. Unconditional grant revenue is recognized when monies are receivable.

Grants for the acquisition of tangible capital assets are recognized in the period in which eligible expenditures are made.

Sales of services and other revenue are recognized on an accrual basis.

Use of Estimates

The preparation of financial statements in accordance with PSAB requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

Contaminated Sites

Public Sector Accounting Board (PSAB) Section 3260 Liability for Contaminated Sites requires governments to record a liability in their financial statements if they have a contaminated site that meets the requirements set out in the standard. The standard defines contamination as the introduction into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The standard generally applies to sites that are not in productive use. Sites that are in productive use are only considered contaminated if there was an unexpected event that resulted in contamination.

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

1. Land for Resale

The Land for resale is zoned for commercial purposes. The land is recorded at net realizable value which is less than cost.

2. Investment in Government Business Enterprise

- (a) ERTH Corporation is a corporation incorporated under the laws of the Province of Ontario. The Corporation of the Town of Ingersoll owns 38.91% (2016 - 38.91%) of the outstanding shares. The investment in ERTH Corporation is comprised of the following:

	2017	2016
Promissory note receivable	\$ 4,543,500	\$ 4,543,500
Class A shares	1	1
Class B shares	4,543,499	4,543,499
Share of equity earnings	827,829	647,067
	\$ 9,914,829	\$ 9,734,067
	2017	2016
Share of equity earnings, beginning of year	\$ 647,067	\$ 192,944
Share in net income	375,311	454,123
Less: Dividends	194,549	-
Increase from government business enterprise	180,762	454,123
Share of equity earnings, end of year	\$ 827,829	\$ 647,067

The promissory note receivable from ERTH Corporation is unsecured and bears interest at 7.25% (2016 - 7.25%). The term of the note is undefined but no principal repayments are expected within the next twelve months. Interest received in the year and included in other income is \$329,404 (2016 - \$329,404). During the year, ERTH Corporation declared but has not yet paid dividends totaling \$500,000 (2016 - \$Nil). The proportionate share of these dividends to be received by the Corporation of the Town of Ingersoll and included in the municipality's share of retained earnings was \$194,549 (2016 - \$Nil).

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

2. Investment in Government Business Enterprise (continued)

(b) The following summarizes the financial position and operations of ERTH Corporation which have been reported in these financial statements using the modified equity method:

	2017	2016
Financial position		
Current	\$ 19,054,326	\$ 18,845,749
Capital	43,003,288	41,552,100
Regulatory and other assets	17,872,280	17,408,053
Total Assets	\$ 79,929,894	\$ 77,805,902
Liabilities		
Current	\$ 22,144,891	\$ 23,688,356
Long-term debt	35,015,194	33,955,421
Regulatory and other liabilities	8,213,760	6,070,639
Total Liabilities	\$ 65,373,845	\$ 63,714,416
Equity		
Share capital	\$ 12,428,501	\$ 12,428,501
Retained earnings	2,284,991	1,700,525
Accumulated other comprehensive income (loss)	(157,443)	(37,540)
	\$ 14,556,049	\$ 14,091,486
Results of Operations		
Revenue	\$ 80,660,199	\$ 91,044,239
Expenses	79,575,733	89,999,555
Net income before other comprehensive income	1,084,466	1,044,684
Other comprehensive income (loss)	(119,903)	122,427
Total comprehensive income (loss) for the year	\$ 964,563	\$ 1,167,111
Corporation of the Town of Ingersoll's Share 38.91% (2016 - 38.91%)	\$ 375,311	\$ 454,123
	2017	2016
Retained earnings, beginning of year	\$ 1,662,985	\$ 495,874
Net income before other comprehensive income	1,084,466	1,044,684
Other comprehensive income (loss)	(119,903)	122,427
Less: Dividends	500,000	-
Retained earnings, end of year	\$ 2,127,548	\$ 1,662,985
Corporation of the Town of Ingersoll's Share 38.91% (2016 - 38.91%)	\$ 827,829	\$ 647,067

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

3. Employee Benefits Liability

	Sick Leave Benefits	Post Employment Benefits	Total 2017	Total 2016
Employee Benefit Liability	\$ 71,298	\$ 5,093,519	\$ 5,164,817	\$ 5,257,015

Post-Employment Benefits

The Corporation of the Town of Ingersoll continues to provide life insurance, dental and health care benefits to certain employee groups. These benefits vary, with some groups receiving benefits after retirement until the members reach 60 or 65 years of age, where other groups receive the benefits for life. The values are based on actuarial valuation and management estimates as at December 31, 2017. The following table summarizes the valuation results and significant assumptions used in the actuarial valuation:

	<u>2017</u>	<u>2016</u>
Discount Rate	4.75%	4.75%
Rate of compensation increase	3.00%	3.00%
Healthcare cost increase	5.00%	5.00%
The benefit obligation continuity is as follows:		
Accrued benefit obligation, January 1	\$ 5,190,273	\$ 5,273,905
Current period benefit cost	12,745	11,929
(Decrease) / Increase due to plan amendment	-	0
Amortization of actuarial gains/losses	(133,850)	(133,850)
Retirement interest expenditure	185,787	183,760
Benefits paid	(161,436)	(145,471)
Liability for post-retirement benefits	\$ 5,093,519	\$ 5,190,273
Post - retirement benefits expense is as follows:		
Current period benefit cost	\$ 12,745	\$ 11,929
Plan amendment cost	-	0
Amortization of actuarial gains/losses	(133,850)	(133,850)
Retirement interest expense	185,787	183,760
Post-retirement benefits expense	\$ 64,682	\$ 61,839

No reserves or reserve funds have been established to provide for this past service liability.

Sick Leave Benefits

The Corporation of the Town of Ingersoll provides paid sick leave that can be carried forward up to a maximum defined by the employee group and may become entitled to cash payment when they leave the Town's employment. The Town has established a reserve to provide for past service liability in the amount of \$71,298 (2016 - \$66,742).

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

3. Employee Benefits Liability (continued)

Pension Agreements

The Corporation of the Town of Ingersoll makes contributions to the Ontario Municipal Employees Retirement System (OMERS) which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on their length of service and rates of pay. The Corporation of the Town of Ingersoll paid \$368,166 (2016 - \$375,703) for employer contributions. The OMERS pension plan has a deficit. If actuarial surpluses are not available to offset the existing deficit and subsidize future contributions, increases in contributions will be required in the future.

4. Deferred Revenue

	Opening Balance	Contributions Received	Externally Restricted Investment Income	Revenue Recognized	Ending Balance
Federal Gas Tax	\$ 604,288	\$ 375,814	\$ 6,454	\$ (607,052)	\$ 379,504
Development Charges	966,495	390,428	13,009	(25,998)	1,343,934
Recreational Land	5,727	3,801	81	-	9,609
Provincial Gas Tax	701,966	57,053	8,620	-	767,639
Other	99,618	126,603	-	(85,151)	\$ 141,070
	<u>\$ 2,378,094</u>	<u>\$ 953,699</u>	<u>\$ 28,164</u>	<u>\$ (718,201)</u>	<u>\$ 2,641,756</u>

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

5. Net Long Term Debt

	2017	2016
Long term liabilities issued by the County of Oxford for which the Town of Ingersoll has assumed responsibility for repayment.	\$ 4,837,441	\$ 5,567,032

Principal repayments relating to net long term debt of \$4,837,441 outstanding are due as follows:

	Principal Repayments
2018	742,935
2019	659,373
2020	593,875
2021	605,647
2022	491,957
Thereafter	1,743,654
	\$ 4,837,441

The above long-term liabilities have maturity dates and interest rates ranging from 2018 to 2034 and 3.16% to 4.75% respectively.

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

6. Tangible Capital Assets

2017

	Land		Machinery and			Total
	Land	Improvements	Facilities	Equipment	Infrastructure	
Cost, beginning of year	\$ 3,567,146	\$ 4,264,434	\$ 15,943,218	\$ 6,133,458	\$ 74,530,130	\$ 104,438,386
Additions	-	284,882	141,419	334,963	2,157,710	2,918,974
Disposals	(5,912)	(60,849)	(207,262)	(249,488)	(299,029)	(822,540)
Cost, end of year	\$ 3,561,234	\$ 4,488,467	\$ 15,877,375	\$ 6,218,933	\$ 76,388,811	\$ 106,534,820
Accumulated Amortization, beginning of year	\$ -	\$ 2,696,880	\$ 6,899,728	\$ 3,223,398	\$ 25,901,874	\$ 38,721,880
Amortization	-	131,715	380,297	439,310	1,874,498	2,825,820
Disposals	-	(60,399)	(44,578)	(200,832)	(280,469)	(586,278)
Accumulated Amortization, end of year	\$ -	\$ 2,768,196	\$ 7,235,447	\$ 3,461,876	\$ 27,495,903	\$ 40,961,422
Net carrying amount, end of year	\$ 3,561,234	\$ 1,720,271	\$ 8,641,928	\$ 2,757,057	\$ 48,892,908	\$ 65,573,398

The net book value of tangible capital assets not being amortized because they are under construction or development or have been removed from service is \$354,529 (2016 - \$151,422). During the year, contributed capital assets of \$614,648 (2016 - \$1,591,385) were recognized in the financial statements. The Corporation of the Town of Ingersoll holds various historical treasures pertaining to the cheese factory museum. These items are not recognized as tangible capital assets in the financial statements because a reasonable estimate of the future benefits associated with such property cannot be made.

2016

	Land		Machinery and			Total
	Land	Improvements	Facilities	Equipment	Infrastructure	
Cost, beginning of year	\$ 3,521,798	\$ 4,215,899	\$ 15,876,691	\$ 6,001,027	\$ 71,364,846	\$ 100,980,261
Additions	45,348	48,535	140,125	394,096	3,703,181	4,331,285
Disposals	-	-	(73,598)	(261,665)	(537,897)	(873,160)
Cost, end of year	\$ 3,567,146	\$ 4,264,434	\$ 15,943,218	\$ 6,133,458	\$ 74,530,130	\$ 104,438,386
Accumulated Amortization, beginning of year	\$ -	\$ 2,567,975	\$ 6,547,397	\$ 2,992,298	\$ 24,574,608	\$ 36,682,278
Amortization	-	128,905	377,587	431,615	1,774,865	2,712,972
Disposals	-	-	(25,256)	(200,515)	(447,599)	(673,370)
Accumulated Amortization, end of year	\$ -	\$ 2,696,880	\$ 6,899,728	\$ 3,223,398	\$ 25,901,874	\$ 38,721,880
Net carrying amount, end of year	\$ 3,567,146	\$ 1,567,554	\$ 9,043,490	\$ 2,910,060	\$ 48,628,256	\$ 65,716,506

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

7. Accumulated Surplus

The Corporation of the Town of Ingersoll segregates its accumulated surplus in the following categories:

	2017	2016
Investment in tangible capital assets	\$ 65,573,398	\$ 65,716,506
Current Funds	(2,645,214)	(3,399,674)
Reserves and Reserve Funds		
Working Funds	192,278	192,278
Capital and current purposes	8,888,286	6,771,587
Industrial development	548,125	342,874
Investment in Government Business	9,914,829	9,734,067
Unfunded employee benefits liability	(5,164,817)	(5,257,015)
	\$ 77,306,885	\$ 74,100,623

The investment in tangible capital assets represents amounts already spent and invested in infrastructure and other non-financial assets.

8. Government Transfers

	Budget 2017	2017	2016
Federal			
Operating			
Conditional	\$ 24,966	\$ 14,634	\$ 25,561
Capital			
Conditional	-	-	28,856
Federal Gas Tax Revenue		607,052	344,980
	\$ 24,966	\$ 621,686	\$ 399,397
Provincial			
Operating			
Ontario Municipal Partnership Fund	\$ 388,800	\$ 388,800	\$ 457,300
Conditional	91,976	104,400	138,271
Capital			
Conditional	-	378,296	289,538
	\$ 480,776	\$ 871,496	\$ 885,109

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

9. Other Income

	Budget 2017	2017	2016
Penalties and interest on taxation	\$ 210,000	\$ 182,696	\$ 215,008
Other fines and penalties	5,300	12,287	5,281
Investment Income	83,313	150,090	97,447
Licences, permits and rents	363,760	588,591	627,244
Donations	154,121	198,891	237,375
Donated assets	614,648	614,648	1,591,385
Sales of publications and other	49,260	42,025	51,270
Gain (loss) on disposal of tangible capital assets	(236,262)	(58,560)	(123,157)
Interest - GBE (Note 2)	329,400	329,404	329,404
Dividends (Note 2)	-	194,549	-
Development Charges	25,998	25,998	25,396
Recreational Land	-	-	-
Other	6,300	8,731	8,009
	\$ 1,605,838	\$ 2,289,350	\$ 3,064,662

10. Expenses by Object

	Budget 2017	2017	2016
Salaries, Wages and Employee Benefits	\$ 6,470,782	\$ 6,396,556	\$ 6,442,514
Materials	3,191,041	2,958,600	2,882,978
Contracted Services	2,998,928	3,352,956	3,122,666
Rent & Financial Expenses	33,787	29,512	32,710
Interest on Long-term Debt	189,950	185,214	211,937
Contributions to Others	53,675	52,969	50,451
Amortization	2,823,237	2,825,820	2,712,972
	\$15,761,400	\$ 15,801,627	\$ 15,456,228

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

11. Budget Figures

The budget data presented in these consolidated financial statements are based upon the 2017 operating budget approved by Council. The budget approved by Council was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. As a result, the budget figures presented in these consolidated financial statements represent the budget adopted by Council with adjustments as follows:

	2017
Town Council approved budget surplus	\$ -
Local Boards approved Consolidated budgets	-
Add:	
Net transfers (from) to reserves	3,236,575
Principal repayment of debt	729,590
Change in post - employment benefits liability	64,681
Contributed Assets	614,648
Deferred revenue earned	-
Less:	
Loss on disposal of tangible capital assets	236,262
Amortization	2,823,237
Capital project cost resulting in operating expenses	277,538
Budget Surplus (Full accrual)	\$ 1,308,457

12. Contingent Liabilities

A significant ratepayer of the Municipality has appealed to the Assessment Review Board (ARB) with respect to the taxation years between 2009 to 2017. These appeals could potentially result in a reduction of taxes which would be distributed between the town, county and school boards. As there is considerable uncertainty surrounding both the hearing process and the potential settlement of reduction in taxation revenue, an estimated amount of \$1,448,000 (2016 - \$998,000) has been recognized at this time.

The Corporation of the Town of Ingersoll
Notes to Consolidated Financial Statements
December 31, 2017

13. Funds Held in Trust

The trust funds administered by the municipality amounting to \$266,783 (2016 - \$263,143) have not been included in the consolidated financial statements. Certain assets have been conveyed or assigned to the Corporation of the Town of Ingersoll to be administered as directed by agreement or statute. The Corporation of the Town of Ingersoll holds the assets for the benefit of and stand in fiduciary relationship to the beneficiaries. The following trust funds and assets are excluded from the Corporation of the Town of Ingersoll's financial statements:

	2017	2016
Carroll	\$ 5,000	\$ 5,000
Cemetery Care and Maintenance	258,183	254,543
W.J. Bickerton	3,600	3,600
	\$ 266,783	\$ 263,143

14. Contaminated Sites

The Corporation of the Town of Ingersoll has implemented Public Sector Accounting Board (PSAB) Section 3260 Liability for Contaminated Sites. This change has been applied retroactively without the restatement of prior periods. The adoption of this standard did not have an impact on the Corporation's financial statements as no contaminated sites were found.

15. Operating Lease Commitments

The Corporation of the Town of Ingersoll has entered into commitments for rent and leases expiring at various dates prior to 2037. The future minimum annual payments are estimated to be as follows:

2018	115,400
2019	117,185
2020	119,000
2021	120,847
2022	122,724
Thereafter	746,400
	\$ 1,341,556

16. Segmented Information

The Corporation of the Town of Ingersoll is a diversified municipal government institution that provides a wide range of services to its citizens. Distinguishable functional segments have been separately disclosed in the segmented information. The nature of the segments and the activities they encompass are as follows:

General Government

This category relates to the revenues and expenses of the operations of the Municipality itself and cannot be directly attributed to a specific segment.

Protection to Persons and Property

Protection is comprised of police services, fire protection and protective inspection. The police services work to ensure the safety and protection of the citizens and their property. The fire department is responsible to provide fire suppression service, fire prevention programs, training and education. Protective inspection provides services related to the enforcement of building and construction codes.

Transportation

Transportation is responsible for the maintenance and upkeep of the Municipality's roads, winter control, street lighting and sidewalks.

Environmental

Environmental services provide waste disposal services for the Municipality's citizens.

Health

Health services relate to maintaining the Municipality's cemetery.

Recreation and Cultural Services

This service area provides services meant to improve the health and development of the Municipality's citizens through recreational programs, youth centres and museum services.

Planning and Development

This service area is responsible for the economic development of the Municipality and its merchants.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. In measuring and reporting segment revenue from transaction with other segments, inter-segment transfers have been measured on the basis of the actual cost of services provided.

The Corporation of the Town of Ingersoll

Notes to Consolidated Financial Statements

December 31, 2017

16. Segmented Information

For the year ended December 31, 2017	General government	Protection to persons and property	Transportation	Environmental	Health services	Recreation and cultural services	Planning and development	2017 Total
Revenue								
Taxation	\$ 13,678,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,678,597
Grants	501,669	99,769	912,255	257,977	-	55,162	14,123	1,840,955
User fees and service charges	87,365	20,946	28,569	-	20,372	856,039	4,934	1,018,225
Other	1,093,789	487,665	255,624	199,656	10,636	240,307	1,673	2,289,350
	<u>15,361,420</u>	<u>608,380</u>	<u>1,196,448</u>	<u>457,633</u>	<u>31,008</u>	<u>1,151,508</u>	<u>20,730</u>	<u>18,827,127</u>
Expenses								
Salaries and wages	1,374,264	1,007,558	1,163,118	187,731	73,867	2,455,768	134,250	6,396,556
Goods and services	1,169,388	2,620,416	1,063,544	157,927	30,219	1,250,311	102,232	6,394,037
Interest	17,842	-	163,690	-	-	3,682	-	185,214
Amortization	165,327	128,160	1,762,065	322,135	2,581	445,552	-	2,825,820
	<u>2,726,821</u>	<u>3,756,134</u>	<u>4,152,417</u>	<u>667,793</u>	<u>106,667</u>	<u>4,155,313</u>	<u>236,482</u>	<u>15,801,627</u>
Income from government business enterprise	180,762	-	-	-	-	-	-	180,762
Net surplus (deficit)	\$ 12,815,361	\$ (3,147,754)	\$ (2,955,969)	\$ (210,160)	\$ (75,659)	\$ (3,003,805)	\$ (215,752)	\$ 3,206,262

The Corporation of the Town of Ingersoll

Notes to Consolidated Financial Statements

December 31, 2017

16. Segmented Information						2016		
For the year ended December 31, 2016	General government	Protection to persons and property	Transportation	Environmental services	Health services	Recreation and cultural services	Planning and development	Total
Revenue								
Taxation	\$ 13,343,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,343,154
Grants	571,270	95,529	816,768	28,030	-	110,039	1,005	1,622,641
User fees and service charges	89,152	17,828	74,244	-	17,201	895,420	118	1,093,963
Other	755,447	551,476	883,251	582,428	8,768	281,766	1,526	3,064,662
	<u>14,759,023</u>	<u>664,833</u>	<u>1,774,263</u>	<u>610,458</u>	<u>25,969</u>	<u>1,287,225</u>	<u>2,649</u>	<u>19,124,420</u>
Expenses								
Salaries and wages	1,365,176	1,014,337	1,133,560	176,492	77,104	2,500,215	175,630	6,442,514
Goods and services	866,645	2,777,317	941,527	129,897	25,150	1,271,497	76,772	6,088,805
Interest	21,450	-	184,578	-	-	5,909	-	211,937
Amortization	161,562	126,261	1,667,064	310,691	1,826	445,568	-	2,712,972
	<u>2,414,833</u>	<u>3,917,915</u>	<u>3,926,729</u>	<u>617,080</u>	<u>104,080</u>	<u>4,223,189</u>	<u>252,402</u>	<u>15,456,228</u>
Income from government business enterprise	454,123	-	-	-	-	-	-	454,123
Net surplus (deficit)	\$ 12,798,313	\$ (3,253,082)	\$ (2,152,466)	\$ (6,622)	\$ (78,111)	\$ (2,935,964)	\$ (249,753)	\$ 4,122,315

Community Planning

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

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

Web site: www.oxfordcounty.ca

Our File: **A04-18**

APPLICATION FOR MINOR VARIANCE

TO: Town of Ingersoll Committee of Adjustment
MEETING: August 13, 2018
REPORT NUMBER: CP 2018-237

OWNER: Daniel Frank Corbin
43 Hollingshead Road, Ingersoll ON N5C 0C6

VARIANCE REQUESTED:

Relief from the provisions of Section **7.2 – Zone Provisions, Lot Frontage**; to reduce the required lot frontage from 18 m (59.1 ft.) to 16.6 m (54.5 ft.) to permit the use of the existing single detached dwelling as a converted dwelling (containing two dwelling units).

LOCATION:

The subject lands are described as Lot 15, Plan 41M-309, Town of Ingersoll. The lands are located on the east side of Hollingshead Road, between Brookfield Avenue and Chamberlain Avenue, and are municipally known as 43 Hollingshead Road.

BACKGROUND INFORMATION:

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule "I-1"	Town of Ingersoll Land Use Plan	Residential
Schedule "I-2"	Town of Ingersoll Residential Density Plan	Low Density Residential

TOWN OF INGERSOLL ZONING BY-LAW: Special Residential Type 2 Zone (R2-14)

SURROUNDING USES: surrounding uses are predominantly low density residential (single detached dwellings)

COMMENTS:

(a) Purpose of the Application:

The applicant is requesting relief from the above noted provision of the Town Zoning By-law to recognize the frontage of the existing lot in order to permit the use of an existing single detached dwelling as a converted dwelling that will contain two dwelling units.

The owner intends to convert the basement of the dwelling (being approximately 102.2 m² (1,100 ft²) in area) into a separate dwelling unit, which will include a separate entrance from the main dwelling.

The subject property is approximately 540.9 m² (5,822.2 ft²) in area and contains an existing 2-storey 280.7 m² (3,021 ft²) single detached dwelling with an attached two-car garage and double driveway and has direct access to Hollingshead Road.

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

Plate 2, Applicant's Sketch, illustrates the location of the dwelling on the subject property in addition to the setbacks from the various property boundaries.

(b) Agency Comments

The application was circulated to those agencies considered that have an interest in the proposal and the following comments were received:

The Town of Ingersoll Chief Building Official indicated that a building permit will be required from the Town to convert the dwelling from a single detached dwelling to a converted dwelling.

The Town of Ingersoll Engineering Department and Town of Ingersoll Fire Department indicated that they had no comment or objections to the proposed application.

(c) Public Consultation:

Public Notice was mailed 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 County 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.

Section 9.2.4 of the Official Plan also directs that in Low Density Residential areas, it is intended that there will be a mixing and integration of different forms of housing to achieve an overall density of residential uses. Section 9.2.3.1 of the Official Plan also direct that the provision of

choice of dwelling types is to be supported throughout the Town to satisfy a range of housing requirements.

It is Planning staff's opinion that the intended use of the lands for a converted dwelling is a use envisioned in the 'Low Density Residential' policies of the Official Plan.

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

The subject property is zoned 'Special Residential Type 2 Zone (R2-14)' in the Town's Zoning By-Law. The R2-14 zone permits all the residential uses permitted in the R2 zone including a converted dwelling with up to two dwelling units. The R2-14 zone also contains special provisions that permit minimum front yard and exterior side yard setbacks of 4.5 m (14.8 ft.) and lot coverage of 45%.

The minimum frontage provision for a converted dwelling is generally intended to ensure that the subject property is wide enough to provide sufficient area to accommodate a residential building that may contain two dwelling units as well as provide for adequate space for parking and landscaping in the front yard.

As noted above, the subject property contains an existing dwelling, an attached two-car garage and a double-car driveway. The Town's By-law requires two (2) parking spaces per dwelling unit. As such, sufficient on-site parking exists to accommodate both dwelling units as per the requirements of the Zoning By-law.

Additionally, the subject property and proposed converted dwelling meet all other relevant provisions in the R2 zone contained in the Town's Zoning By-law, including minimum lot area and interior side yard widths.

Based on the above, Planning staff are of the opinion that the proposed minor variance meets the general intent of the Zoning By-law.

(f) Desirable Development/Use:

The owner is proposing to reduce the lot frontage of the existing lot to permit the conversion of the basement of an existing dwelling into a separate dwelling unit for a total of two dwelling units within the dwelling.

Planning staff note that the variance represents a 7.8% reduction in the By-law's frontage requirement in the R2 zone and also highlight that the dwelling complies with all other relevant provisions in the R2 zone for a converted dwelling.

Based on this it is the opinion of this Office that the proposed variance can be considered minor in nature.

Considering the subject property meets the minimum lot area and setbacks, Planning staff are of the opinion that the property is sufficiently sized to accommodate the proposed converted dwelling and no adverse impacts to neighbouring properties are anticipated. As such, it is Planning staff's opinion that the proposed converted dwelling containing two dwelling units represents desirable development of the lands.

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 A04-18, submitted by Daniel Frank Corbin for lands described as Lot 15, Plan 41M-309 in the Town of Ingersoll and further identified as 43 Hollingshead Road, as it relates to:

1. Relief from the provisions of Section **7.2 - Zone Provisions, Lot Frontage**; to reduce the required lot frontage from 18 m (59.1 ft.) to 16.6 m (54.5 ft.) to permit the use of the existing single detached dwelling as a converted dwelling (containing two dwelling units).

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 grading/drainage, amenity space, maintenance and parking;

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 the 'R2' zone; and

The relief maintains the intent and purpose of the Official Plan as the proposed converted dwelling with two dwelling units is complimentary to the low density residential development contemplated by the Official Plan.

Authored by: ***Original signed by***

Ron Versteegen, MCIP, RPP, Senior Planner

Approved by: ***Original signed by***

Gordon K. Hough, RPP, Director

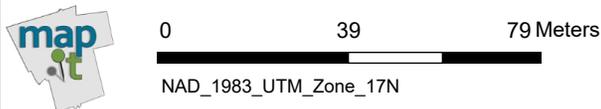
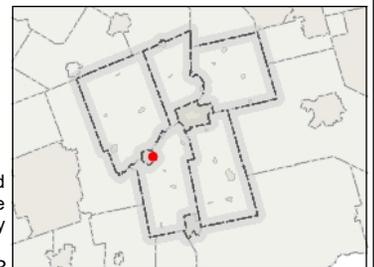
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Legend

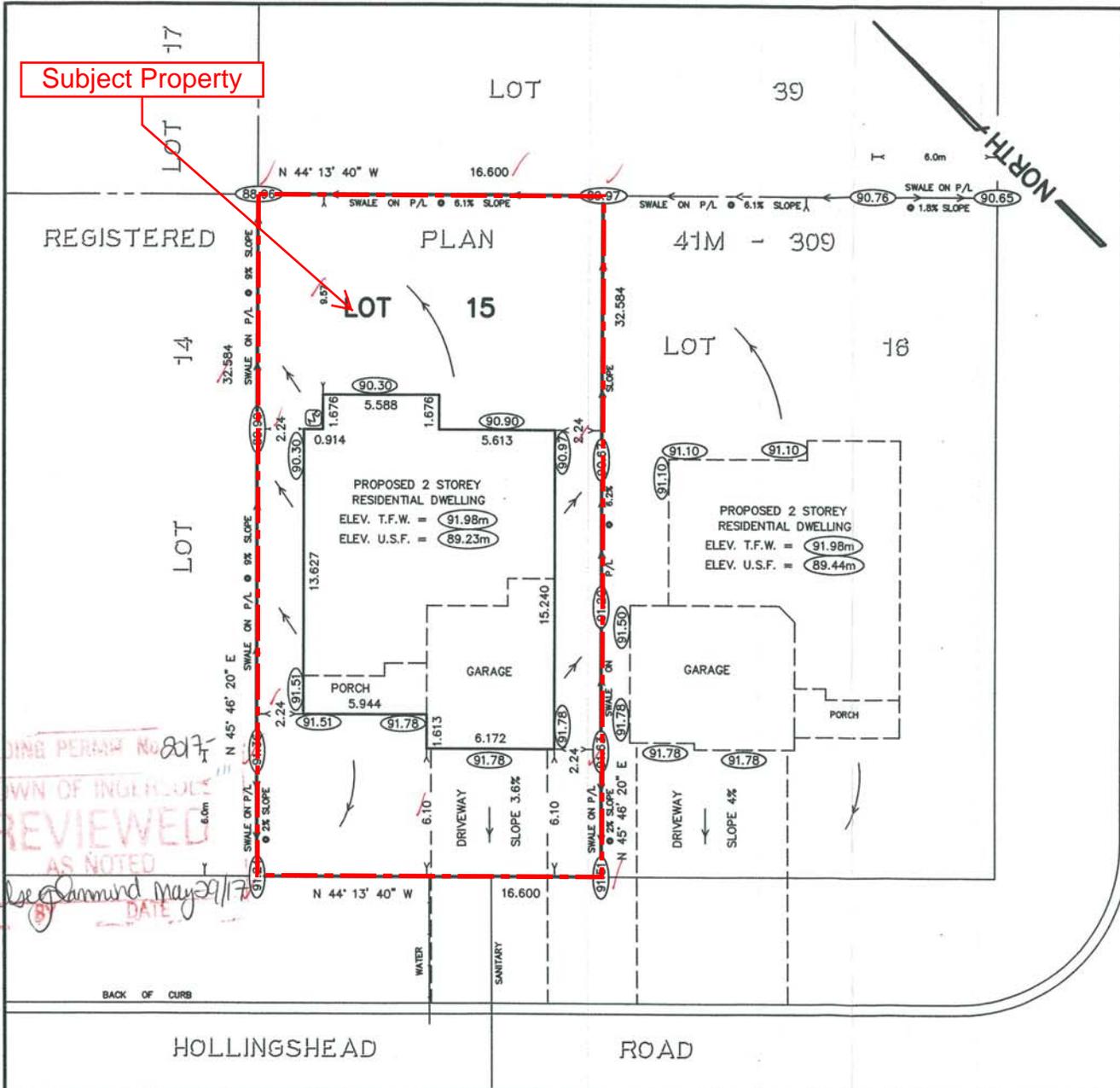
- Parcel Lines**
 - Property Boundary
 - Assessment Boundary
 - Unit
 - Road
 - Municipal Boundary
- Environmental Protection/Flood Overlay**
 - Flood Fringe
 - Floodway
 - Environmental Protection (EP1)
 - Environmental Protection (EP2)
- Zoning Floodlines/Regulation Limit**
 - 100 Year Flood Line
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

Notes



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

August 1, 2018



SKETCH
 PREPARED FOR BUILDING PERMIT APPLICATION
 FOR: MCKENZIE HOMES

LOT 15
 REGISTERED PLAN 41M-309
 TOWN OF INGERSOLL
 COUNTY OF OXFORD

SCALE 1:200
 METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

KIM HUSTED SURVEYING LTD.
 KIM HUSTED O.L.S. *[Signature]*
 DATE: MAY 8, 2017
 DISTANCE FROM T.F.W. TO U.S.F. IS 2.74m OR 9'0"

NOTES

- PROPERTY DIMENSIONS ARE AS SHOWN ON REGISTERED PLAN 41M-309
- AREA OF LOT 15 = 540.9 SQUARE METRES ✓
- AREA OF DWELLING, PORCH AND GARAGE = 184.4 SQUARE METRES ✓
- PROPOSED LOT COVERAGE = 34.1% ✓
- ADD 200.00m TO ELEVATIONS SHOWN HEREON TO OBTAIN GEODETIC DATUM
- T.F.W. DENOTES TOP OF FOUNDATION WALL
- U.S.F. DENOTES UNDER SIDE OF FOOTING
- 47.55 DENOTES PROPOSED FINISHED GRADE
- P/L DENOTES PROPERTY LINE

CAUTION

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

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KIM HUSTED SURVEYING LTD.
 ONTARIO LAND SURVEYOR
 30 HARVEY STREET, TILLSONBURG, ONTARIO, N4G 3J8
 PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 17-13071 REFERENCE: FILE

BUILDING PERMIT No. 2017-100
 TOWN OF INGERSOLL
 REVIEWED
 AS NOTED
 Daniel Corbin May 29/17
 DATE



**Corporation of the Town of Ingersoll
By-Law 18-5013**

A By-law to authorize the execution of an agreement of a Subdivision Agreement between Oak Country Homes Limited, the Corporation of the Town of Ingersoll and the County of Oxford

WHEREAS it is deemed necessary and advisable to enter into a Subdivision Agreement with Oak Country Homes Limited for the purpose of a Residential Development to be located off of Whiting Street, in the Town of Ingersoll, in the County of Oxford.

NOW THEREFORE, the Council of the Corporation of the Town of Ingersoll enacts as follows:

1. That a Subdivision Agreement between Oak Country Homes Limited, the Corporation of the Town of Ingersoll, and the County of Oxford 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 13th day of August, 2018.

READ a third time in Open Council and passed this 13th day of August, 2018.

Edward (Ted) Comiskey, Mayor

Michael Graves, Clerk



**CORPORATION OF THE
TOWN OF INGERSOLL**

-and-

THE COUNTY OF OXFORD

-and-

OAK COUNTRY HOMES LIMITED

SB12-03-6

**Westfield Heights
Subdivision Agreement**

	Page
TABLE OF CONTENTS.....	2
1. DEFINITIONS.....	2
2. INCONTESTABILITY.....	3
3. COMMENCEMENT AND COMPLETION.....	3
4. STANDARD OF WORK.....	4
5. SOILS CERTIFICATE.....	10
6. WORK SCHEDULES.....	11
7. THE OPINION OF THE TOWN ENGINEER.....	11
8. INSURANCE AND INDEMNITY.....	12
9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS.....	12
9.1 NO BUILDING PERMITS.....	12
9.2 PREMATURE APPLICATION FOR BUILDING PERMITS.....	14
10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE.....	15
11. RIGHT OF INSPECTION & DIRECTION.....	16
12. CONSTRUCTION LIENS.....	16
13. LANDS FOR MUNICIPAL PURPOSES.....	17
14. OTHER LANDS FOR MUNICIPAL PURPOSES	18
15. EXECUTION OF CONVEYANCES AND EASEMENTS.....	18
16. DEFAULT.....	18
17. REMEDY ON GIVING NOTICE OF DEFAULT.....	19
18. REMEDIES ON FINAL DEFAULT.....	19
19. SEVERANCE OF ULTRA VIRES TERMS.....	19
20. PAYMENT OF SOLICITORS' COSTS.....	20
21. PAYMENT OF RATES, TAXES AND LEVIES.....	20
22. ASSIGNMENT.....	20
23. NOTICE.....	20
24. IDENTIFICATION SIGNS.....	21
25. THE OWNER FURTHER CONVENANTS AND AGREES.....	21
26. GENERAL PROVISIONS.....	21
27. SPECIAL PROVISIONS.....	27
28. ZONING.....	28
29. CONDITIONS IMPOSED BY COUNTY.....	28

SCHEDULES

- Schedule "A" – Legal Description of Subject Property**
- Schedule "B" – Calculated Plan of Subdivision**
- Schedule "C" – Special Works and Services**
- Schedule "D" – Lands to be conveyed to the Town of Ingersoll**
- Schedule "E" – Value of Securities**
- Schedule "F" – Easements**
- Schedule "G" – Certificate of Substantial Completion of Works**
- Schedule "H" – Verification of Soils Testing Procedures and Results**
- Schedule "I" – Lot Grading Plan**
- Schedule "J" – Certificate of Compliance for Erosion and Sediment Control Measures**
- Schedule "K" – Final Certificate of Lot and Block Grading**
- Schedule "L" – Easement Agreement**
- Schedule "M" – Transfer of Easement, Roadways**
- Schedule "N" – Consulting Engineer Agreement**
- Schedule "O" – Letter of Credit Template**

THIS AGREEMENT made this ____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF INGERSOLL
(hereinafter called the Town)

OF THE FIRST PART

AND

THE COUNTY OF OXFORD
(hereinafter called the County)

OF THE SECOND PART

AND

OAK COUNTRY HOMES LIMITED
(hereinafter called the Owner)

OF THE THIRD PART

WHEREAS the Owner represents that it is seized of those lands situate in the Town of Ingersoll, in the County of Oxford, more particularly described in Schedule "A" hereunto annexed, and desires to obtain the approval of the County of Oxford to the draft plan of subdivision of the said lands located in the Town of Ingersoll now produced and marked Schedule "B" to this Agreement, and initialed for the purposes of identification by the signing officers of the parties hereto, and the County and the Town desire to advise the Owner as to the terms upon which the consent to the registration of the Plan should be given;

AND WHEREAS the said plan of subdivision would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the County has required as a condition precedent to the approval of the said plan of subdivision that the Owner enter into this Agreement with the Town and County;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by each of the Parties to the other at or before the execution of these presents (the receipt whereof is hereby acknowledged) the Parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. DEFINITIONS

Westfield Heights
Subdivision Agreement
SB12-03-6
Date: Aug 1, 2018

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

“Consulting Engineer” shall mean a Professional Engineer retained by the Owner.

“Erie Thames Powerlines Corporation” shall mean Erie Thames Power the utility.

"Fully serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in Section 4 of this Agreement.

"Lot serviced with" shall mean a Lot shown upon the plan to which any specified service in good working condition and, where applicable, completed in conformity with this Agreement is immediately contiguous and to which service it is, in the opinion of the Town Engineer conveniently and reasonably possible to connect for the purposes of any dwelling or other building which might be erected upon the said Lot.

"Professional Engineer" or "engineer" shall mean a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public.

"This Plan" shall mean the plan of subdivision annexed to this Agreement and marked Schedule "B".

“Town Engineer” shall mean that person who, for the time being, is employed by the Town of Ingersoll holding the appointment of Town Engineer, or such other person or engineer(s) as may be duly authorized and appointed by the Town of Ingersoll, or the appointment of Director of Public Works in the County of Oxford, or such other engineer(s) as may be duly authorized and appointed by the County.

2. INCONTESTABILITY

The Owner will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town and the County to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. COMMENCEMENT AND COMPLETION

The final Plan of subdivision, in the form and detail shown on Schedule "B", shall be lodged for registration with the Land Registrar by the Owner within thirty (30) days of its approval by the County and the Owner shall thereafter wholly at its own expense construct, install and promptly pay for these works and services set out upon the lists, plans and specifications hereinafter set forth, and also those set forth in Schedule "C" hereto annexed. Failure on the part of the Owner to promptly pay for works and services required by this Agreement to be constructed and installed, shall be deemed to be in "Final Default" under this Agreement. The Owner shall commence the said construction and installation not later than the first anniversary of the date of approval of the final Plan by the County and shall wholly complete the same not later than and have the subdivision assumed as

outlined in Clause 10 within either six (6) years from the date of registration of this Agreement or once building permits have been issued for seventy (70) percent of the building Lots and Blocks in this subdivision, whichever shall be the earlier. In any regard, the final top coat of asphalt must be installed within three (3) years from the date of installation of the base coat of asphalt. Should the Owner, having used all reasonable diligence and foresight, be prevented as a result of a work stoppage by his own employees, an Act of God or act of the Queen's enemies (and no other reason shall be an excuse unless otherwise specifically herein provided) from commencing or completing work within the time specified, then the date for the commencement or the completion of the work, as the case may be, shall be extended for a length of time equal to the duration of the said cause of delay. The Owner will not apply under the Land Titles Act for an amendment to the said Plan without first obtaining, in writing, the approval of the County and the Town thereto.

4. STANDARD OF WORK

All works and services shall be constructed in the standard location in accordance with drawings approved by the Town Engineer. Should a variation from the standard location be necessary that is in conflict with the standard location of another utility, this variation must be to the satisfaction of the Town Engineer.

Plans and specifications for all works and services herein required to be done by the Owner shall be first submitted to the Town Engineer in a form satisfactory to the Town Engineer and such work shall not be commenced until the Town Engineer has received such plans and specifications and has expressly authorized such work to commence. All works and services shall be constructed and installed strictly in accordance with the said Plans and specifications, all to the satisfaction of the Town Engineer. The Owner shall construct all services and satisfy other requirements which will be known only after the details of the engineering design are submitted to the Town. The Town Engineer may require, in writing, such variance from such plans and specifications as may be required by conditions which may be disclosed as the work progresses, and by sound engineering practice. The works and services required to be done by the Owner shall be wholly at the expense of the Owner except as may be otherwise herein expressly provided, and shall include the items set forth in Schedule "C" hereto in addition to the following:

- (1) Storm and sanitary trunk sewers shall be constructed within the limits of the subdivision and beyond if required of such size, type, position and extent as are shown on the plans and specifications approved by the Town Engineer or otherwise required by the Town Engineer in writing. The Town Engineer may require this work to be done by a contractor whose competence is approved jointly by the Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to provide a satisfactory outlet for said storm and sanitary trunk sewers from the limits of this subdivision to the point of junction with the nearest approved Town sewer outlet.
- (2) Sanitary sewers, with sanitary private drain connections shall be constructed to one (1) metre past the Lot line of every Lot in the subdivision. Separate storm sewers including catch basins and connections, shall be provided and connected as shown on the approved plans and specifications.
- (3) Storm and sanitary sewers shall be installed generally within the road allowance. Where required, storm and sanitary sewer easements on any park/school block shall be to the satisfaction of the Town Engineer, County of Oxford or the appropriate school board, respectively.
- (4) Where the Owner, or its Consulting Engineer proposes to install storm or sanitary sewers, to be assumed by the Town and County, located on easements over private

property, all sanitary sewer manholes shall be located in paved parking Lots or driveways or in a location acceptable to the Town Engineer in order to facilitate maintenance of the sanitary sewer system, and all storm sewer manholes shall be placed in easily accessible areas if not placed in paved parking Lots or driveways.

- (5) The Owner hereby covenants and agrees to notify its Consulting Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner further agrees to have its Consulting Engineer investigate the matter and comply with the recommendations of its Consulting Engineer as approved by the Town Engineer with respect to the sewer or drain encountered, such as connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no cost to the Town. Adequate sewer easements are to be provided to the Town if necessary.

The Owner shall also ensure that there is no interruption to any subsurface drainage flow because of construction on the site which would have an adverse affect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Consulting Engineer and to the satisfaction of the Town Engineer, at no cost to the Town.

- (6) The Owner further covenants and agrees that if a class of bedding to be used in the installation of sewers in this subdivision has a load factor greater than 1.5, the Owner shall have the work done under the direction of an independent registered Professional Engineer, represented by a competent inspector who is to be present during the installation of such pipe.
- (7) The water distribution system shall include watermains, fire hydrants, necessary valves and appurtenances, including private service connections to the property line of every Lot on the Plan. The Owner shall have its Professional Engineer review with the Town Engineer the availability of services and the servicing requirements prior to any detailed engineering being carried out for this subdivision.
- (8) Notwithstanding the requirements of Part (7) above, the Owner shall refrain from installing a water service to any block prior to the approval of the water service connection by the Town Engineer and the issuance of a building permit.
- (9) The Owner hereby covenants and agrees to install street lights on each street shown on the plan of subdivision hereto annexed and marked Schedule "B" at locations suitable to the Town Engineer and in accordance with the specifications and standards set forth by Erie Thames Power for street lighting on Town roadways.

The Owner shall install walkway lighting as necessary on the walkway blocks in this Plan in accordance with Town requirements, all to the specifications of the Town Engineer and at no cost to the Town.

- (10) Further, where an Owner covenants and agrees to install street lights in accordance with Subsection (9) and where a street from an abutting developed or developing area is being extended through the plan of subdivision hereto annexed and marked as Schedule "B", the Owner shall install street light poles along the street being extended, which match the style of street light already existing or approved along the developed portion of the street, to the satisfaction of Erie Thames Power.
- (11) The Owner, or his Consulting Engineer, shall ensure that any proposed excavation, construction, entrance or exit installation, demolition, etc. will not interfere with or be in conflict with the location and/or depth of any existing underground facilities, including sewers, pipelines, mains on street allowances or private rights-of-way,

services, meter and regulator installations, valve boxes, cathodic protection test points, etc. In instances of apparent conflict, the Owner, or his consultant, shall obtain field locates from the appropriate commission, utility or agency.

- (12) Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any street in a new subdivision, such water service connection shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or wearing surface coat of asphalt; it being understood that this policy shall apply except where in the opinion of the Town Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable.
- (13) All streets and walkways shown on the said plan of subdivision, if any, shall be graded, including fill or excavation as required by the Town Engineer to their full width of the allowance before any building permit application is made and the approved road allowance grades from street line to street line shall be maintained at all times to the grades and levels and to the specifications and requirements and to the satisfaction of the Town Engineer until the date of passing of the by-law assuming the said streets and walkways.
- (14) Concrete curbs and gutters shall be constructed on all streets within the subdivision but construction shall take place only at such times as may be authorized by the Town Engineer, in writing. The Town Engineer shall approve, in writing, of the elevation and final grade of the top of the curbs within a week of construction of the curbs to the satisfaction of the Town Engineer. The Owner shall provide a record of such heights and grades to the Town Engineer, and shall advise all builders of such heights and grades before construction of buildings commence.
- (15) Asphalt surfaced roadways shall be constructed on all streets within the subdivision as specified in Schedule "C". The asphalt shall be laid in at such times to the satisfaction of the Town Engineer.
- (16) Concrete sidewalks 1.5 metres (approximately 5 feet) on Minler Street in width and on a base approved by the Town Engineer shall be constructed as per the specifications in Schedule "C". Sidewalks, where required in the subdivision, shall be constructed with and at the same time as the construction of curbs and gutters or at such time as may be allowed by the Town Engineer in writing. Accessible sidewalk ramps will be constructed at intersections or where required to the satisfaction of the Town Engineer.
- (17) If applicable, accessible concrete walks, shall be 1.83 metres (approximately 6 feet) in width and on a base approved by the Town Engineer shall be constructed on the pedestrian walkway, as shown on Schedule "B", and shall extend to the travelled portion of the streets connected by the same. Chain link fences 1.83 metres (approximately 6.0 feet) in height shall be provided along both sides of such walkways for their entire length. Alternative concrete walks 3050 mm (approximately 10.0 feet) in width with a flat cross-section, without swales, may be substituted. Ornamental obstacle posts shall be provided in all walkways as required by the Town Engineer. Accessible Asphalt walkway 5 m (approximately sixteen feet) in width on a base approved by the Town Engineer shall be constructed on the plan. Turfstone access 5 metres (approximately 16 feet) in width and on a base approved by the Town Engineer shall be constructed to the Sediment Forebay. Asphalt pathway 3 metres (approximately ten feet) in width and on a base approved by the Town Engineer shall be constructed. Asphalt path 3 metres (approximately 10 feet)

in width and on a base approved by the Town Engineer shall be constructed on the pathway and identified on the appropriate drawing(s).

- (18) Permanent street signs of a design approved by the Town Engineer shall be erected at all street intersections and other locations within the subdivision as required by the Town Engineer. In accordance with the Town's policy for naming streets after Canadian veterans, any street so named shall include a red coloured poppy preceding the name on the sign. Permanent street signs shall be erected upon completion of curb and gutter and base asphalt. Temporary street signs designating street names be installed and maintained prior to the construction of any dwellings.
- (19) The Owner shall lay top soil on and sod the portion of the street allowance lying between the street line or the property line and the curb, and also to asphalt/interlocking brick/concrete surface the portion of the driveway from the curb to the Lot line of each Lot to the specifications of the Town Engineer to a minimum width of 3050 mm (approximately 10 feet) except that on any street where a sidewalk exists or is required to be constructed by this Agreement, the Owner shall require the purchaser to asphalt surface only that portion of the driveway between the curb and the sidewalk and construct that portion of the driveway between the sidewalk and the Lot line using granular material to the specification and design requirements of the Town Engineer. The Owner shall ensure that this work is done after the building is completed and when the landscaping of the Lot is undertaken, and upon failure so to do, the Owner, shall upon notice from the Town Engineer, forthwith undertake and complete such work at his own expense.
- (20) All Lots and Blocks shown on the said plan of subdivision shall be graded, including fill or excavation as required by the Town Engineer, for their full width and length to the grades, levels, specifications, requirements and satisfaction of the Town Engineer.
- (21) Each Lot and Block shall be graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan attached hereto as Schedule "I" for the fully developed Lot or Block including the building, the landscaping and the paved driveway.

The Owner covenants and agrees that it shall either impose by a general registration on all Lots and Blocks in the subdivision a building scheme which includes the following Lot and Block grading restrictions, or include in the agreement of sale and in the conveyance or transfer of each and every Lot and Block in the subdivision a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) in the following form to observe and comply with the Lot grading restrictions contained therein:

Lot and Block Grading Restrictions

The transferee covenants with the transferor to observe and comply with the following Lot and Block grading restrictions, the burden of which shall run with these lands and with each of the Lots and Blocks on Registered Plan Number 41M-xxx (being Phase 7 of draft plan 32T-87004) for a period of twenty (20) years from the day the Plan is registered and the benefit shall likewise run with these lands and with each of the said Lots and Blocks for the same period, and shall be annexed to and run with each and every part of these lands and also each and every part of the land now owned by the transferor, not included in these lands. This covenant shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

1. Obligation to Grade According to Accepted Plan

Westfield Heights
Subdivision Agreement
SB12-03-6
Date: Aug 1, 2018

These lands shall not be graded except in general conformity with the grades and elevations shown on the accepted subdivision grading plan attached to the Subdivision Agreement or filed with the Town Engineer.

2. Certified Lot Grading Plan

No building shall be constructed on these lands until a certified Lot grading plan has been filed with the Chief Building Official of the Town of Ingersoll showing:

- (a) the proposed finished elevation of these lands at each corner of the Lot or Block;
- (b) the proposed finished elevation of these lands at the front and rear of the building;
- (c) the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- (d) the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
- (e) the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin; and
- (f) any abrupt changes in the proposed finished elevation of these lands.

The Plan shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying thereon that the Lot grading plan conforms with the accepted area or subdivision grading plan filed with the Town Engineer.

3. Owner's Interim Grading Certificate

No building shall be constructed beyond the completion of footings until there has been filed with the Chief Building Official an Owner's interim grading certificate bearing the signature and seal of either a Professional Engineer or an Ontario Land Surveyor certifying that the elevation of the top of foundations will conform with the certified Lot grading plan.

4. Owner's Final Grading Certificate

- (a) No newly constructed building shall be occupied or used unless the building Lot is rough graded, to the satisfaction of the Chief Building Official, so that water will not accumulate at or near the building and will not adversely affect adjacent properties.
- (b) Within seven (7) months of occupancy an Owner's final grading certificate shall be deposited with the Town Engineer. The final grading certificate shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision

grading, certifying that the actual finished elevation and grading of these lands generally conform with the accepted area or subdivision grading plan and the certified Lot grading plan.

- (c) Assumption of the subdivision works and services shall not take place until all the appropriate certificates have been received by the Town Engineer.

5. Obligation to Maintain Grading

After these lands are graded in accordance with Clause 1 of these restrictions, no change shall be made to the actual finished elevation and grading of these lands in any way that results in a material alteration of drainage on or across these lands or adjacent lands from that shown on the accepted subdivision grading plan and the certified Lot grading plans for these lands and the adjacent lands.

6. Continuation of Covenant

The transferee agrees to obtain from any subsequent purchaser or transferee from the Owner a covenant to observe and comply with the restrictions set forth above including this clause.

- (22) The Owner hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Town Engineer.

The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Town Engineer.

- (23) The Owner agrees that no fill material will be exported from the site, and deposited in any area susceptible to flooding under regional storm conditions as regulated by the *Conservation Authorities Act of Ontario*.

- (24) The Owner shall require the purchaser from the Owner to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc., and shall notify such purchaser in writing to refrain from dumping on lands dedicated by the Owner to the Town for municipal purposes. The Owner shall be held responsible for the general tidy appearance of the subdivision until assumption by the Town and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the Town Engineer. The Owner shall adequately maintain all roads, sidewalks and pedestrian walks within the subdivision free from mud, debris, building materials or other obstructions to the satisfaction of the Town Engineer.

- (25) The Owner or its Consulting Engineer shall ensure that adequate arrangements are made with the Town Engineer to obtain work approval permits for any work to be done on an existing Town street and provide the Town Engineer with adequate notice prior to commencing construction on an existing Town street. All warning signs and other related items are to be provided in accordance with the Town's standards.

- (26) The Owner hereby covenants and agrees that should the installation of services associated with this Agreement cause a depletion or reduction of water in any wells on the adjacent lands, that the Owner shall make satisfactory arrangements with the

Owners of the lands affected for the provision of any adequate water supply at no cost to the Town provided that it can be satisfactorily demonstrated that the installation of the said services was the cause of the reduction of the water supply in the well.

- (27) It is hereby recognized on the part of the Owner that no weeping tile connections will be permitted into the sanitary sewers in this Plan. Further, no direct gravity connections from the weeping tiles will be permitted to the storm sewer system.
- (28) The Owner shall employ measures during the course of development (including any demolition) so that dirt, filth, glass, paper or other rubbish or refuse is not deposited on any street in the vicinity of the development by vehicles delivering materials to or removing materials from the development or, if unavoidably deposited on any such street, is removed as soon as practicable and the street restored to a clean condition. If the Owner is given notice by the Town to restore any such street to a clean condition to the satisfaction of the Town Engineer and the Owner fails to do so within the time (not exceeding 48 hours) specified in the notice, the Town Engineer may take such steps as he considers necessary to rectify the problem and the cost to the Town shall represent a debt owing by the Owner to the Town. If the Owner does not deposit a specific sum of money with the Town to meet the cost of restoring any such street to a clean condition, the Letter of Credit or other security deposited under this agreement may be sued by the Town to satisfy such costs.

Any variance from items (1) to (28) above must be clearly set forth in Schedule "C". All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the Town Engineer and the Owner shall retain for itself, its successors and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the Town and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the Town Engineer. Winter maintenance work including ploughing, salting and sanding shall be provided for all streets in the subdivision to a degree which, in the opinion of the Town Engineer, is consistent with the number of residences under construction or occupied on any street. All survey monuments shall at all times be carefully preserved and immediately repaired or replaced under the direction of an Ontario Land Surveyor if accidentally damaged or destroyed. The Owner shall obtain and grant to the Town and/or County, as applicable, easements for the said sewer, water and electric services whenever the same are on private property, such grants to be at the expense of the Owner, and in a form approved by the Town Engineer, and further provided that until such time as the foregoing works and services have been assumed by the Town, the Owner shall for the purpose of minimizing or eliminating danger of damages or inconvenience arising out of personal injury and damage to property, direct all or certain construction vehicles or equipment associated with the construction of this subdivision along such streets specified by the Town Engineer.

Full-time supervision is to be provided by the Consulting Engineer retained by the Owner for all works to be constructed on an existing Town street. A certificate is to be provided upon completion of the road works on these streets stating that the works have been completed in accordance with the plans and specifications accepted by the Town Engineer.

5. SOILS CERTIFICATE

The Owner hereby covenants and agrees to hire a soils Consulting Engineering firm with proven experience in road works to the satisfaction of the Town Engineer, to check the construction procedures, quality of materials and workmanship used and to give written verification that the proposed design standards approved for the road works required under this Agreement by the Town Engineer have been achieved. This testing will be carried out

Westfield Heights
 Subdivision Agreement
 SB12-03-6
 Date: Aug 1, 2018

to the satisfaction of the Town Engineer using periodic inspection and testing of the road works and normal engineering procedures to evaluate the adequacy of the construction. The Owner agrees that prior to commencing any sewer construction it will hold a meeting with representatives of its contractor, soils and subdivision design Consulting Engineers and establish and have approved the means of compacting trench backfill material. The Owner is to have representatives of its soils Consulting Engineering firm and subdivision design Consulting Engineers on the site when the installation of sewers is started. The approved method or methods of compacting the sewer trench backfill material will be tried and tested by the soils consultant to ensure that the method or methods to be used meets the road design criteria. Not more than 150 metres (approximately 500 feet) of sewer shall be laid unless approved otherwise by the subdivision design Consulting Engineers until the soils consultant has approved the compaction method or methods. The soils consultant will supply in writing descriptions of the approved compaction method or methods and their best results to the contractor, Consulting Engineer and Town Engineer within two days after the initial testing. Further testing is to be carried out as outlined above. The written verification is to be supplied to the Town Engineer prior to a request by the Owner for the assumption of any roads within the subdivision and is to cover all the roads contained in the request for assumption. The written verification shall be in the form set out in Schedule "H" attached hereto.

6. WORK SCHEDULES

The Owner shall not commence any work or construction on any of the services for this subdivision or part thereof until the Town Engineer has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the Town Engineer, ought to have been included therein, the same shall be carried out by the Owner as though they were included in and form a part of this Agreement. The Owner hereby covenants and agrees that any work required under this Agreement shall not commence or, having commenced and subsequently halted, deferred or suspended (except overnight or over a weekend) shall not commence again without written notification to the Town Engineer.

The Owner further covenants and agrees that the Town may require the Owner to provide and submit written work schedules for approval to the Town Engineer for any work required directly or indirectly by the Subdivision Agreement. All work for which a schedule is required shall be carried out in accordance with the approved work schedules.

7. THE OPINION OF THE TOWN ENGINEER

With respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Owner, and as to whether or not any works or services, in whole or in part, are being or have been constructed, installed, repaired or maintained strictly in accordance with the terms of this Agreement, including Schedule "C" and, where applicable, with the specifications of the Town Engineer, as hereby required, and as to whether any breach or plans, specifications or reasonable requirements of the Town Engineer has occurred or has been remedied, the decision of the Town Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or equity, or before any administrative or other tribunal upon any ground whatsoever, other than upon the ground that the Town Engineer has not acted in good faith in forming or giving its decision, the proof of which shall be and remain upon the party seeking to dispute the decision of the Town Engineer, and wherever in this Agreement work or services are required to be constructed, installed, repaired or maintained within a certain time or in a certain order or in a certain manner, or in conformity with any plans, specifications or other terms, such requirement shall be conclusively

deemed to mean so constructed, installed, repaired or maintained as determined and as required and approved by the Town Engineer.

8. INSURANCE AND INDEMNITY

The Owner shall obtain and maintain and provide the Town with evidence of third party general liability insurance covering the Ownership of the property described in this Agreement and construction, installation, repair or maintenance of all works and services required herein to be done. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, Owners' and contractors' protective, completed operations, contingent employers' liability, cross liability and severability of interest clauses. Further, such insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the Town and County as an additional insured with respect to all the Owner's responsibilities relating to this Agreement and shall provide that the above-mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the date of cancellation or expiry.

The Owner shall ensure that on inception of this Agreement and thereafter at least once annually for a period of three (3) years following completion of the work described herein, a certificate of insurance evidencing continuation of coverage described herein shall be sent to the Town. Failure to procure and maintain said insurance shall constitute a default under this Agreement. The Owner agrees that it shall indemnify and save harmless the Town and County of and from all loss, costs, charges and expenses of every nature and kind whatsoever which the Town and County may incur, be put to or have to pay, by reason of or on account of the Ownership, construction, use, existence, or maintenance of the property described herein or by the exercise of the Owner's powers under this Agreement or by reason of the neglect of the Owner or its employees, servants, agents, contractors, subcontractors or others the Owner is responsible for at law in exercising its said powers, or by reason of the works and services whether or not the same shall be required to be done under the terms of this Agreement and including (without limiting the generality of the foregoing) the alteration of any grade or existing level of construction, maintenance or repair of any street, or by reason of failure, neglect or omission of the Owner to do anything herein agreed to be done or by reason of any act or commission or default or omission of the Owner save and except for any claims, demands, actions and causes of action arising as a result of a negligent act or omission of the Town and/or County or those for whom the Town and/or County is in law responsible.

9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS

9.1) NO BUILDING PERMITS

The Owner covenants that no building permit will be applied for (other than any permit which may be required for the construction of the works and services hereinafter described) and no person shall be entitled to a building permit with respect to any Lot upon the said plan of subdivision until with regard to the services in respect thereof there exists a Certificate of Substantial Completion, except as hereinafter provided. If, in the opinion of the Town Engineer, or upon certification by an independent registered Professional Engineer, Lots are serviced with:

- (a) a storm sewer connected to an approved outlet;
- (b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection including fire hydrants;
- (d) approved electrical connections;
- (e) catch basins and connections;

- (f) reasonable road surface to handle fire and emergency vehicles to meet the requirements of the Ontario Building Code;
- (g) temporary street signs;
- (h) subdivision and Block identification signs;

and provided that the Owner has complied with the Town's subdivision security policy which may be in effect from time to time; and provided also that the Owner shall not then be in default under any term of this Agreement, the Town Engineer may issue a certificate of Substantial Completion in respect of such services, excepting only that any Block not having been serviced with a water service connection from an abutting water main, will not delay the issuance of the said certificate of Substantial Completion.

And the Owner covenants and agrees, and undertakes to notify, in writing, any purchaser of a Lot on the said plan of subdivision from the Owner, that the Town may refuse any application for a building permit if made before such works and services have been constructed and installed for the benefit of the Lot in respect of which a permit is sought, and no proceedings to compel the Town or its officers or employees to issue any building permit shall be taken until the said works and services have been constructed and installed as aforesaid. The issuance of a building permit with respect to any particular Lots shall not be deemed an admission by the Town that the services to such Lot have been satisfactorily completed. Notwithstanding the requirement for curb and gutter to be installed prior to the issuing of a building permit, the Town, subject to all other conditions having been met, may issue a building permit or permits provided that the Owner shall certify that it has supplied in writing, to the builder or Owner of the property, all the necessary respective elevations and grades as shown on the approved Lot grading plan and street profile. Failure on the part of the Owner to notify, in writing, any purchaser from the Owner, shall be deemed to be a default of the Owner under this Agreement. No occupancy of any building shall take place until there has been constructed within the street allowance adjacent to that building, the following:

- (a) a storm sewer connected to an approved outlet;
- (b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection including fire hydrants;
- (d) approved electrical connection;
- (e) catch basins and connections;
- (f) base asphalt, subject to timing;
- (g) temporary street signs;
- (h) subdivision and Block identification signs.

Any purchaser of a Lot or Block in the said plan of subdivision shall be subject to the restrictions and conditions of this paragraph limiting the right to obtain a building permit or the right to compel the issuance thereof.

The Owner agrees that if, during the building or constructing of all buildings or works and services within this subdivision, any deposits of organic materials or refuse are encountered, these deposits must be reported to the Town Engineer immediately, and if required by the Engineering Services, the Owner/contractor will, at its expense, retain a Consulting Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the Town Engineer. Should the report indicate the presence of methane gas then all of the recommendations of the engineer contained in any such report submitted to the Town Engineer shall be implemented and carried out under the supervision of the Consulting Engineer, to the satisfaction of the Town Engineer and at the expense of the Owner/contractor, before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to the approval of the Town Engineer for review for the duration of the approved program. If a permanent venting system or facility is

recommended in the report, the Owner further agrees to register against the title of each affected Lot and Block and include in the agreement of sale for the conveyance or transfer of each of the affected Lots and Blocks, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the Owners of the subject Lots and Blocks must have the required system or facility designed, constructed and monitored to the specifications of the Town Engineer, and that the Owner must maintain the installed system or facilities in perpetuity at no cost to the Town. The report shall also include measures to control the migration of any methane gas to abutting lands outside the Plan.

Prior to the issuance of a Certificate of Substantial Completion, the Owner shall have its Consulting Engineer carry out the following to the satisfaction of the Town Engineer and at no cost to the Town in order to verify that no deficiencies exist in the storm and sanitary sewers constructed to serve this Plan:

- (i) Provide a copy of the video inspection of all storm and sanitary sewer systems constructed to serve this Plan in a format acceptable to the Town Engineer. The video is to be checked in advance by the Consulting Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected; and
- (ii) Conduct deflection testing by pulling a suitable mandrel through the pipe not sooner than 30 days after the completion of backfilling, all in accordance with Ontario Provincial Standard Specifications; and
- (iii) If PVC pipe is used in the construction of sewers and/or watermains for this Plan, the Owner shall provide to the Town a current certificate from the PVC pipe manufacturer as to the pipe used and verifying that the pipe meets the required pipe design specifications.

9.2) PREMATURE APPLICATION FOR BUILDING PERMITS

Notwithstanding the foregoing restrictions upon the application for building permits and the issuance thereof, up to five (5) building permits in the aggregate may be available to the Owner, or persons claiming title from it, once the Town Engineer has issued his approval of same and any such premature building permit will only be issued before the issuance of the Certificate of Substantial Completion of Works in the following circumstances,

- a) if the applicant for the building permit is the registered owner of the lot for which the permit is sought, or if the registered owner of such lot joins with the applicant for such building permit in the undertaking referred to in b) below, and
- b) if the applicant for the building permit, together with the registered owner of the lot if the registered owner is not the applicant, undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not be given until the Certificate of Substantial Completion of Works is issued by the Town Engineer

and, in connection with the undertaking referred to above, the applicant for a premature building permit shall deposit with the Town the sum of THREE THOUSAND (\$3,000.00) DOLLARS for each such application for a building permit which deposit shall be forfeited if there is a breach of the undertaking, which forfeiture shall be in addition to any and all other remedies which may be available to the Town and, if there is no breach of the undertaking the THREE THOUSAND(\$3,000.00) DOLLAR deposit shall be returned to the applicant for

the building permit after the issuance of the Certificate of Substantial Completion of Works.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

The Owner shall have its Consulting Engineer provide on-site inspection by a qualified inspector approved by the Town Engineer, of all works and services required by this Agreement that are to be assumed for maintenance.

When all matters, works, services and things required to be constructed, installed or done by the Owner except as herein before specified, in the opinion of the Town Engineer or on certification of an independent registered Consulting Engineer in accordance with the form of certification shown in Schedule "G" attached hereto have been accomplished strictly in accordance with this Agreement and Schedule "C" and to the specifications and satisfaction of the Town Engineer, the Town Engineer shall issue to the parties hereto a Certificate of Substantial Completion to that effect (Herein called an assumption certificate). The Town will not issue an assumption certificate until the Owner has provided the Town Engineer with:

- (i) final "as-constructed" drawings on paper and electronically on AutoCad, relayed to the Town's horizontal and vertical Geographic Referencing systems, to the current standards of the Town Engineer; and,
- (ii) a copy of the project diary of the Consulting Engineer retained by the Owner.

Alternatively, if requested by the Owner in writing and agreed to by the Town Engineer, the procedure outlined below may be followed regarding the submission of "as-constructed" drawings:

- (a) the Town Engineer shall issue to the Owner an assumption certificate conditional upon the Owner delivering to the Town and County, "as-constructed" drawings within nine months of the date of the assumption certificate. If the Owner fails to produce the required drawings within the nine month period, then the assumption certificate is deemed revoked to the extent that the Owner may be declared in default of this Agreement; and,
- (b) the Owner shall provide security in the amount of \$1,500.00 per drawing in the form of cash, certified cheque or letter of credit; and,
- (c) the security referred to in (b) above shall be returned to the Owner after it has submitted certified "as-constructed" drawings.

The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the Town Engineer, or on the certification of an independent registered Consulting Engineer, sound engineering practice, for the period of two years after the same are assumed by by-law of the Town. Provided however, that the Town may, at its option, assume any or all of the said works and services at any time, but the Town shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.

Prior to assumption of any works or services by the Town, the Owner shall have its Consulting Engineer certify to the Town in the form as set out in Schedule "K" to this Agreement, regarding each and every Lot and Block in the subdivision that is fully developed or still vacant, bearing the signature and seal of an Ontario Professional Engineer authorized by the Association of Professional Engineers of Ontario or who is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public, that the actual finished elevations and grading of each such Lot and Block generally conform to the accepted subdivision grading

plan. Further, the Owner's Professional Engineer's certification must identify all Lots and Blocks under construction at the time of assumption and that they will be final graded in general conformity to the accepted subdivision grading plan upon completion.

The Owner further covenants and agrees to deliver to the Town Engineer a certificate signed by an Ontario Land Surveyor certifying that the survey monumentation shown on the registered plan of subdivision that defines the exterior boundary of the subdivision, the streets, lanes, walkways, street widenings, reserves, park blocks, open space blocks, storm water management blocks, and any other block or parcel of land that has been dedicated or transferred to the Town or that will ultimately be owned by the Town, is either physically in place or appropriately witnessed as a condition precedent to the assumption of the public services by the Town.

Upon the assumption of any of the works or services, the same shall wholly vest in the Town and County without payment therefore, and the Owner shall have no right, title or interest therein. Notwithstanding that the services, or any of them, have been so assumed by the Town and County, the Owner undertakes and guarantees that the work, labour and materials are in compliance with the specifications therein provided and the requirements of the Town Engineer. In default, the Town and/or the County may carry out any required reconstruction or repair and in default of repayment therefore by the Owner forthwith the Town shall be entitled to resort to the security as provided by Section 28 of this Agreement. If pursuant to this Agreement and in the opinion of the Town Engineer, the Town finds it necessary to enter upon the lands covered by this Agreement to perform any work, including maintenance, which the Owner should have completed, the Town shall be deemed to be acting as agent of the Owner and shall not be deemed to have assumed any work or service by so doing and the cost of such work shall be borne by the Owner; provided, however, that the Town and County may, at its option assume any or all of the said works and services at any time, by the Town and the Town shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a specific by-law assuming such work or service and it is hereby understood and agreed that the passing of any other by-law whether regulating traffic, parking or any other matter affecting lands within the subject Plan of subdivision, shall not be deemed to be a by-law effecting assumption by the Town and County.

11. RIGHT OF INSPECTION AND DIRECTION

The parties hereto agree that the Town Engineer and other persons authorized by the Town Engineer for the purpose shall have the right at any time, and from time to time, to enter upon any part of the said subdivision lands and the lands upon which any work or service herein required to be done is being, or has been, constructed, and to make such tests and inspections as it may deem necessary or desirable and to call out and obtain any document, contract, Plan, specification, record or other writing or thing which, in its opinion is desirable for the Town Engineer to obtain in order to facilitate its inspection, and to give direction to the Owner in any matter touching upon the due performance of the work and services herein required to be done. The Town Engineer may require that any or all work shall cease until any breach of plans and specifications of its requirements (of which it shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if it shall deem it necessary to engage technical consultants to assist the Town Engineer in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the Town by the Owner recoverable upon demand. The Owner agrees to ensure that the Consulting Engineer executes and provides to the Town the Agreement attached hereto as Schedule "N".

12. CONSTRUCTION LIENS

In the event, from time to time, that any construction lien including a claim for lien

by a lien claimant and any certificate of action, all within the meaning of the *Construction Lien Act*, R.S.O. 1990, as amended, shall be registered and shall be preserved or perfected in respect of any works or services constructed, installed, repaired or maintained by or on behalf of the Owner, the Owner after having been given notice by any person or of becoming aware of the existence of any such preserved or perfected construction lien, within the time provided for, and following the procedures set out and prescribed, in the *Construction Lien Act*, R.S.O. 1990, and Ontario Regulation 175/90, shall forthwith discharge (or have vacated) any preserved or perfected claim for lien made in respect of the works and services constructed by the Owner under this Agreement, or against the security Lots held by the Town.

Should any preserved or perfected claim for lien remain outstanding for more than twenty (20) calendar days, the Town may, without notice and without making a declaration that the Owner is in default, or final default, utilize any remedy which would be available to it upon the final default of the Owner. This right shall continue until the Town has been served with evidence satisfactory to it, that all liens have been discharged or vacated.

The Owner shall not be entitled to a release or re-conveyance of any subdivision security until any preserved or perfected claim for lien be discharged and the registration of a claim for lien or a certificate of action, or both, be vacated, to the satisfaction of the Town, and any statutory appeal period has expired.

13. LANDS FOR MUNICIPAL PURPOSES

- (a) The Owner covenants and agrees, at its expense, to convey by deed in statutory form, for nominal consideration, absolutely unto the Town or the County as the case may be, in fee simple, free and clear of any encumbrance whatsoever and without condition, those lands more particularly described in Schedule "D" hereto. Upon being conveyed to the Town or County as the case may be, the Owner shall at its sole risk and expense clear the said lands of all debris and trash leaving the same in a state satisfactory to the Town Engineer. Upon such conveyance, the Owner shall cease to have any right, title, claim or obligation in respect of such lands, except as hereinafter provided. Any use of the said lands by the Owner shall be upon the consent of the Town Engineer and subject to any condition it might impose in its sole discretion;
- (b) The Owner covenants and agrees, at its expense, to obtain and grant or cause to be granted to the Town and/or County as required, easements for sewer, water and electric services as described in Schedule "F" hereto, in accordance with Town's standard easement agreement form and satisfactory to the Town Engineer;
- (c) The Owner hereby covenants and agrees that with respect to all lands to be conveyed to the Town for security, five (5) percent land dedication or grants of easement, etc., as herein elsewhere provided, the Owner shall prior to the registration of the Plan, deliver or cause to be delivered to the Corporation, an opinion by a solicitor so authorized to practice in Ontario, to the effect that the title to all such lands is good and marketable, free from all encumbrances, liens or charges, save those listed; it being understood that the said opinion shall be addressed to the corporation in consideration of a fee of \$1.00 payable to the solicitor rendering the same, and the Owner hereby further covenants and agrees that any outstanding charges, encumbrances, or liens shall be discharged or otherwise dealt with to the satisfaction of the Town Solicitor prior to or at the time of the registration of the said Plan.

The Owner further covenants and agrees to grade, top soil and seed at a one percent grade or grades approved by the Town Engineer in preparation for use as parkland, the lands outlined in Schedule "D" to this Agreement to be dedicated to

the Town in accordance with the provisions of Section 51(25)(a) and Section 51.1 of the *Planning Act*, R.S.O. 1990 (park purposes). All landscaping shall be completed in accordance with the Town's specifications for parkland development, as amended, and to the satisfaction of the Town Engineer. The time for undertaking the said works is to be established by the Town Engineer prior to registration of the plan.

Park drainage and grading plans shall be submitted to the Town Engineer, for approval at the same time as the servicing drawings are submitted to the Town Engineer as required in Section 4 herein.

- (d) In instances where cash-in-lieu of parkland is required by the Town the Owner covenants and agrees to pay money in lieu of a conveyance of land for park or other recreational purposes to the prevailing value of the land otherwise required to be conveyed pursuant to the conditions of draft approval.
- (e) With respect to any lands being transferred to the Town as dedications or easements, the Owner shall be responsible to ensure that there is no existing fill, contamination or water well(s) on the subject lands. In the event that existing fill, contamination or non-decommissioned well(s) are encountered on the subject lands, the Owner shall remediate the fill or contamination, and/or decommission any wells, in accordance with *Ontario Water Resources Act*, R.R.O. 1990, Regulation 903 as specified within this Agreement, and/or all to the satisfaction of the Town Engineer, and at no cost to the Town.
- (f) Prior to the County granting final approval of this plan of subdivision, the Owner shall provide copies of all transfer documentation for all land transfers/dedications and easements being conveyed to the Town and the County, for the Town's approval.

The Owner further acknowledges that it shall ensure that the registration of all land transfers, dedications and easements shall be registered at the time of the registration, or within thirty days of the registration of the Plan.

14. OTHER LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE

The Owner hereby covenants and agrees to supply security to the Town in accordance with Schedule "E" of this Agreement.

15. EXECUTION OF CONVEYANCES AND EASEMENTS

Prior to release by the County of the final Plan of subdivision for registration, the Owner shall submit to and have approved by the Town Engineer, a reference plan of sanitary and storm sewer easements for this subdivision and shall submit conveyances of the lands described in Schedules "D", "E" and "F" hereto. Executed conveyances satisfactory in form to the Town Engineer shall be delivered to the Town Clerk and a blank space shall be left in the descriptions for the insertion of the number of the registered Plan when such number had been assigned, and the Owner hereby irrevocably constitutes and appoints the Town Clerk or Town Engineer or Town Solicitor for the time being as its lawful agent and attorney for the purpose of inserting the said number of the registered Plan where required, and for delivering the completed conveyances to the Town and for registering the same at the expense of the Owner.

16. AREAS SET ASIDE FOR SCHOOL SITES

- a) On the recommendation of the Planning Committee in consultation with the Board(s) of Education, the Owner shall set aside an area or areas as a site or

sites for school purposes to be held subject to the rights and requirements of the Boards of Education and the Town as the case may be.

- b) The Boards of Education shall have the right, expiring three years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the Town Engineer or the date on which seventy (70) percent of the dwelling units in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the Town as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two years from the date of giving notice.
- c) The Boards of Education may waive the right to purchase by giving notice to the Owner and the Town as provided elsewhere in this Agreement.
- d) Where the Boards of Education have not exercised the right to purchase or have waived the right to purchase, the Town shall then have the right for a period of two years from the date on which the right to purchase by the Boards of Education expired or was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty days from the date of giving notice.
- e) The Owner agrees that the school blocks shall be: (i) graded to a one percent grade or grades satisfactory to the Town Engineer, the timing for undertaking the said works shall be established by the Town Engineer prior to the registration of the Plan; (ii) top soiled and seeded to the satisfaction of the Town Engineer, the timing for undertaking the said works to be established prior to assumption of the subdivision by the Town.
- f) Where the Owner has been required to improve the site by grading, top-soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.
- g) If and when the Town purchases the site, the Town and the Boards of Education, as the case may be, may establish a policy with respect to the ultimate use or disposition of the site having regard to the requirements of each.

17. DEFAULT

Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Owner is in default. Notice of such default shall be given as provided in paragraph 25 hereof, and if the Owner shall not remedy such default within such time, as provided in the notice, the Town may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Clause 25.

18. REMEDY ON GIVING NOTICE OF DEFAULT

Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

19. REMEDIES ON FINAL DEFAULT

Westfield Heights
 Subdivision Agreement
 SB12-03-6
 Date: Aug 1, 2018

Upon final default of the Owner the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;
- (c) Retain any sum of money heretofore paid by the Owner, to the Town, for any purpose and apply the same in payment or part payment for any work which the Town may undertake;
- (d) Assume any work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefore;
- (e) Bring action to compel specific performance of all or any part of this Agreement or for damages;
- (f) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Owner's right to reconveyance of the lands or repayment of monies as set out in Schedule "E" resulting from the final default as herein provided. If the Town shall recover any monies by reason of final default, from or on account of the Owner then the Town's damages shall be reduced by the net actual return from the sale of the said lands described in Schedule "E", and it is expressly agreed that the damages of the Town arising out of final default shall not be less than the net sale value of the said lands.

20. SEVERANCE OF ULTRA VIRES TERMS

If any term of this Agreement shall be found to be "ultra vires" of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement "mutatis mutandis" shall be and remain in full force and effect.

21. PAYMENT OF TOWN'S COSTS

The Owner shall pay to the Town all reasonable costs of engineering, planning and administrative services incurred by the Town which are directly related to the subdivision.

22. PAYMENT OF SOLICITORS' COSTS

The Owner consents to the registration of this Agreement upon the title of the lands within the Plan, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the Town in any way arising out of this Agreement, including the preparation thereof and of other deeds, conveyances, registrations and agreements.

23. PAYMENT OF RATES, TAXES AND LEVIES

The Owner hereby covenants and agrees that any outstanding local improvement charges and/or any other municipal charges on the lands contained in Schedule "A" to this Agreement shall be paid, by commutation, and any arrears of taxes on the said lands shall be paid prior to the registration of the plan of subdivision. This shall include a payment towards the Harris Street sanitary sewer and watermain project which has not yet been billed to the landowners. Payment arrangements for Harris St. project to be negotiated with County of Oxford.

The Owner hereby covenants and agrees that the provisions of all general bylaws as amended from time to time, including those pertaining to development charges and other levies, shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.

The Owner agrees that in respect of any lands described in Schedule "E", notwithstanding the provisions of the *Assessment Act*, R.S.O. 1990, and amendments thereto, it will, while title thereto is vested in the Town pay to the Town an amount equal to all municipal taxes, rates, charges and assessments, including local improvements, which would have been assessed and levied if such lands were vested in the Owner, and such amount shall be paid at the time such taxes and rates would have been payable. In the event of final default, the amount to be paid by the Owner shall be pro-rated at the time of final default. Subject to the foregoing, the Owner hereby irrevocably authorizes the Town Clerk to enter the said amount on the Collector's Roll and the Collector to collect the said amount as if it were taxes.

The Owner agrees that interest at the current prime rate available to the Town plus 1% calculated monthly shall be payable by the Owner to the Town on all sums of money payable herein which are not paid on the due dates calculated from such due dates.

24. ASSIGNMENT

The Owner shall not assign this Agreement without the consent of the Town and the County.

25. NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the Town to:

**Oak Country Homes Limited,
315405, 31st Line,
RR#4 Embro, ONT N0J 1J0**

and in the case of notice given by the Owners, addressed to:

**Town Clerk,
130 Oxford Street, 2nd Floor,
Ingersoll, Ontario, N5V 2C5**

**County Clerk
21 Reeve Street PO Box 1614
Woodstock, Ontario, N4S 7Y3**

Notice shall conclusively be deemed to have been given on the day that the same is posted. Wherever in this Agreement the Town Engineer is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of

the construction, installation, repair and maintenance of works and services, it shall be deemed to have done so if it communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the Town Engineer shall have made such communication orally it shall confirm such communication in writing as soon as conveniently possible.

26. IDENTIFICATION SIGNS

The Owner hereby covenants and agrees that:

- (a) It will erect, or cause to be erected, its entire expense, subdivision identification signs in accordance with the standard by the Town from time to time as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the Town Engineer.
- (b) The signs will be maintained at all times in a condition satisfactory to the Town Engineer and will not be removed until 95% of all the subdivision housing units have been built and occupied.
- (c) Notwithstanding any other provisions of this Agreement, no building permit application, will be made until such time as the Owner has complied with subsections (a) and (b) of this clause.

27. THE OWNER FURTHER COVENANTS AND AGREES

- (a) That it will erect, or cause to be erected at its entire expense, individual identification signs and/or warning signs on each Block or Lot with the exception of single and two family Lots in accordance with the Town Engineer. The Owner shall be responsible for obtaining the information from the Town Engineer.
- (b) That it will erect, or cause to be erected at its entire expense, signs warning that roads are not yet assumed by the Town and that operators are to use same at their own risk;
- (c) The sign(s) shall be placed at locations designated by the Town Engineer. The developer shall purchase the sign(s) from the Town's Engineering Services Department and erect and maintain the sign(s) at all times in a condition satisfactory to the Town Engineer. No sign(s) will be removed until the Town assumes the development. Signs shall be erected in conformance with the Ontario Traffic Manual. The cost of the sign shall be included in "Moneys due the Corporation."
- (d) Notwithstanding any other provisions of this Agreement, no building permit application, which includes a permit restricting occupancy, will be made until such time as the Owner has complied with subsections (a) and (b) of this Clause.

28. GENERAL PROVISIONS

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these General Provisions.

- (a) Performance Security: Installation of Services
 - a. Prior to the execution of this Agreement by the Town and/or County, the Owner shall supply performance securities to the Town Treasurer, in the form set out in Schedule "O" or in a form satisfactory to the Town, in the amount which is described in Schedule "E". Such performance security shall remain

in full force and effect until said services are accepted by the County and/or Town, as the case may be.

- b. If the Owner provides the performance security in the form of cash or a bank draft, the Town agrees to hold said security in an account established for such purposes only. The Town shall be under no obligation to pay interest on said security.
- c. Any performance security covering the installation of number of the services herein provided for may be reduced, provided however, that such performance security shall not be reduced except in accordance with the following provisions:
 - (a) At no time prior to final assumption by the Town and/or County shall the performance security be reduced to less than 15% over and above the value of the works not completed.
 - (b) The performance security shall not be reduced until:
 - i. the completed service or services have been accepted by the Town and/or County, pursuant to the provisions of Section 10 of this agreement; and;
 - ii. the Owner has supplied to the Town Treasurer a maintenance security of ten (10) percent of the actual cost of the said completed service or services for the purposes of guaranteeing the works and services required for this development.
 - (c) For the purpose of reduction of the performance security, a certificate signed by the Consulting Engineer and counter-signed by the Town Engineer, as the case may be, setting out the progress of the construction and installation of the services shall be conclusive evidence that the services have been completed. The Manager of Public Works and/or the Town Engineer, as the case may be, shall not counter-sign such certificate until satisfied that the services have been installed in accordance with all requirements of this Agreement.
 - (d) For the purpose of reduction of the performance security, a certificate signed by the Town Engineer and/or Town Treasurer, as the case may be, that a maintenance security has been provided for any service or services referred to in the certificate set out in Section 10 shall be conclusive that such maintenance security has been provided.

The performance security shall not be released by the Town, as the case may be, until all services herein provided for have been accepted by the Town and/or County and the maintenance security required under Section 10 has been provided for all services.

- (a) The Owner hereby agrees that notwithstanding any of the provisions herein, the Owner is subject to all by-laws of the Town. The Owner further agrees that in the event of a conflict between the provisions of this Agreement and the provisions of any by-law of the Town, the provisions of the by-law prevail.
- (c) The Owner agrees that this Agreement does not relieve the Owner of any requirements to obtain all permits, certificates, or approvals, necessary to complete the work outlined in this Agreement.

- (d) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall notify the Town Engineer in writing of the Professional Engineer the Owner has appointed to carry out the requirements stated herein. The Owner further agrees to notify the Town Engineer in writing of all changes to this appointment.
- (e) The Owner shall have its Consulting Engineer determine the need for an Environmental Assessment under the Class EA requirements for the provision of any works and/or services related to this Plan. The Owner further agrees that no construction involving installation of works and/or services requiring an Environmental Assessment is to commence prior to fulfilling the obligations and requirements of the Province of Ontario's Environmental Assessment Act.
- (f) The Owner hereby acknowledges that the Town will limit the number and location of Lots and Blocks in this Plan to be issued building permits should the Owner develop this Plan in stages.

To this effect and prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall submit to the Town Engineer for approval, a schedule of constructing the proposed staged development including the streets and proposed lots to be constructed in each stage.

The Owner shall satisfy the following matters to the specifications of the Town Engineer, prior to the application being made for any building permits for Lots and Blocks in each stage of development, as approved by the Town Engineer and at no cost to the Town:

- (i) construct a minimum of one (1) access road to at least a granular 'B' road condition between the approved staged area and one or more existing Town streets in order to provide primary and secondary emergency access routes to the Lots and Blocks in the approved staged areas. Should one or more of these access roads not be located on a road allowance in this Plan, then the Owner will be required to deed to the Town an adequate right-of-way over each of the said access roads to the specifications of the Town Engineer and at no cost to the Town, prior to any building permits being issued in the approved staged area. The Town agrees to release each of the aforementioned rights-of-way after the Town Engineer determines that they are no longer required for emergency access purposes;
- (ii) submit flow design calculations prepared by its Consulting Engineer of the proposed looped and unlooped watermain systems to service the approved staged area to the Town Engineer for review and approval; and
- (iii) construct the looped and unlooped watermain systems as approved by the Town Engineer to the extent where the watermains are operational and adequate fire flows are proven to be available to the satisfaction of the Town Engineer; and
- (vi) construct a temporary turning circle to Town standards where a dead-end street in the approved staged area is greater than 45 metres (150 feet) long; and
- (vii) restrict construction traffic to and from this subdivision to designated streets, and if necessary place barricades as required to restrict construction traffic, such that no construction traffic to and from this subdivision will utilize existing streets adjacent to this Plan, except as approved otherwise by the Town Engineer.

- (g) In the event base asphalt has not been installed on any street in this Plan where buildings are occupied, the Owner shall provide garbage services for the occupants of those buildings at no expense to the Town, at the minimum to Town standards and legislative requirements, until such time as base asphalt is installed and the Town assumes responsibility for garbage collection.
- (h) The Owner shall construct barricades, as required, at the limits of dead-end streets within this Plan, to the specifications of the Town Engineer. The barricades are to be installed at the same time as the placement of the granular 'B' on the subject street.
- (i) Prior to the issuance of a Certificate of Substantial Completion, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the Town.
- (j) The Owner shall have its Consulting Engineer include confirmation on the Final Grading Certificate that the sidewalk fronting or abutting the subject Lot is complete.
- (k) Should a conflict occur between the location of a driveway and the location of a curb inlet catchbasin (CICB), then the Owner shall correct the conflict by either relocating the driveway, except when a parking plan governs, or replacing the CICB with a double catchbasin in the same location as the original CICB, all to the specifications of the Town Engineer and at no cost to the Town.
- (l) The Owner shall ensure that increased and accelerated storm water runoff from this subdivision shall not cause damage to downstream lands, properties or structures beyond the limits of this subdivision, and notwithstanding anything in this Agreement to the contrary, or any requirements of the Town, or any approval given by the Town Engineer, the indemnity provided by Clause 8. of Part 1 – General Provisions of this Agreement shall apply to any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision.
- (m) The Owner hereby agrees to promote the implementation of stormwater management (SWM) Best Management Practices (BMP's) within this Plan in accordance with the Storm Water Management Strategy Study dated February 2007 and passed by Resolution of Town Council as C07-03-068 on March 12, 2007 and to the satisfaction of the Town Engineer. The acceptance of these measures by the Town will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the Town Engineer.
- (n) The Owner shall have a report prepared by a qualified consultant, and if necessary a detailed hydrogeological investigation carried out by a qualified consultant, to determine the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area, to the satisfaction of the Town Engineer. If necessary, the report is to also address any contamination impacts that may be anticipated or experienced as a result of the said construction. Any recommendations outlined in the report are to be reviewed and approved by the Town Engineer, prior to any work on site. Should any remedial works be recommended in the report, the Owner shall complete these works to the satisfaction of the Town, at no cost to the Town.
- (o) It is hereby recognized that existing vegetation and/or existing wells in the area of this Plan may be dependent on the existing groundwater conditions in and adjacent to this Plan. To this effect, the Owner shall implement sufficient short-term measures, such as following proper dewatering procedures, and long-term

measures, in accordance with recommendations of its Consulting Engineer, prior to and during the regrading and construction of services and structures within this Plan, to ensure that the existing hydrogeological regime within and adjacent to this Plan will not be adversely affected, all to the satisfaction of the Town Engineer and at no cost to the Town.

- (p) The Owner shall decommission and permanently cap any abandoned wells located in this Plan, in accordance with *Ontario Water Resources Act*, R.R.O. 1990, Regulation 903, including the delivery of a well abandonment record to the County Public Works Department. It is the responsibility of the Owner to determine if any abandoned wells that exist in this Plan and further shall file the necessary documents with the Ministry of Environment and the County indicating proper decommissioning has occurred.

In the event that an existing well located in this Plan is kept in service, the Town accepts no responsibility for the well, and makes no assertion, implied or otherwise, about the quantity or quality of water available in the well. Further, the Owner of the well accepts all responsibility for protecting the well and the underlying aquifer from any development activity.

- (q) The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in Provincial Standards. These measures are to be approved by the Town Engineer and installed prior to commencing any construction on this subdivision, and are to remain in place until construction as required under this agreement has been completed to the specifications of the Town Engineer. The Owner shall have its Consulting engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the Town Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The monitoring reports are to be submitted to the Town Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are assumed by the Town.
- (r) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall have its Consulting Engineer certify to the Town in the form as set out in Schedule 'J' to this Agreement, that the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site, where applicable, or were installed immediately upon completion of construction of the works for which these control measures were designed, where applicable, all as recommended by the Owner's Consulting Engineer and as specified on the drawings accepted by the Town Engineer for construction. Further, the Owner's Consulting Engineer's certification must confirm that the required erosion and sediment control measures were maintained and operating as intended, in accordance Provincial Guidelines and to the satisfaction of the Town Engineer during construction as required under this Agreement. If construction within this Plan is completed in phases, certification from the Owner's Consulting Engineer as specified in this clause above must be provided to the Town to cover each individual construction phase.
- (s) The Owner agrees that any easements to be transferred to the Town in conjunction with this Agreement shall conform to the wording attached as Schedules 'L' and 'M' to this Agreement, or as specifically approved otherwise by the Town Engineer in writing.
- (t) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall enter into a contract with the Town to have the Town undertake winter roadway maintenance of all unassumed roads in this Plan. The winter maintenance

will be undertaken at the Owner's expense at standard yearly Town rates and in accordance with the Town's minimum maintenance standards, and will commence no later than two years following the issuance of the Certificate of Substantial Completion for the road(s). Further, the Owner shall ensure that the subject road(s) has been constructed to a standard suitable for winter roadway maintenance by the Town, including installation of base asphalt and curb & gutter, construction of any necessary turnarounds or road connections, installation of maintenance hole covers and valves flush with the base asphalt, catchbasins padded and street name signs installed, all to the specifications of the Town Engineer and at no cost to the Town.

The Owner acknowledges that, in any circumstances not covered by a Town contract, winter roadway maintenance of unassumed roads required herein is the responsibility of the Owner in accordance with the Part 1 – General Provisions herein.

The Owner further acknowledges that winter maintenance of unassumed sidewalks required herein is the responsibility of the Owner, in accordance with the Part 1 – General Provisions herein.

- (u) The Owner hereby agrees that the Town will assume each street in this subdivision when the following are completed to the satisfaction of the Town Engineer:
 - (i) All works and services required on the street to be assumed, including all sanitary private drain connections and water services, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots and Blocks in this Plan;
 - (ii) Where the Town has taken Lots or Blocks as security, or, as otherwise determined in the discretion of the Town and County, either six years (6) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy (70) percent of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the Town Engineer; and
 - (iii) The works, services and roads requested for assumption connect to already assumed works, services and roads.
- (v) The Owner hereby agrees that once construction of private services, i.e. sanitary private drain connections and water services, to service the Lots and Blocks in this Plan is completed and any subsequent relotting of the Plan is undertaken, then all previously installed services must be reconstructed in accordance with the approved final Lot layout and approved revised servicing drawings, all to the specifications of the Town Engineer and at no cost to the Town.
- (w) The Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted Blocks in this Plan to the specifications of the Town Engineer and at the Owner's entire expense. The Owner further agrees that the Town Engineer may require additional inspections by the Owner's Consulting Engineer and the Town of Ingersoll of relocated utilities, municipal services and private services, including video inspections and mandrel/ball tests of sewers, as a result of the relotting of Blocks in this Plan prior to the issuance of building permits for buildings on the relotted Blocks. The Owner further agrees that should the amount of security held by the Town at the time the Blocks in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of building permits for the said relotting, the Owner shall deposit an

additional amount of security with the Town for the said works as determined by the Town Engineer in accordance with the Town's security requirements.

29. SPECIAL PROVISIONS

- (a) All required 0.3 metre reserves shall be conveyed to the Town of Ingersoll free of all costs and encumbrances. This includes a 0.3 m (1-foot) reserve along the west side of Minler Street adjacent to Block 27.
- (b) The Owner agrees in writing to satisfy all requirements, financial and otherwise, of the Town of Ingersoll and the County of Oxford regarding the construction of roads, installation of services and drainage facilities, and other matters pertaining to the development of the subdivision on the subject property, including netting along the limits of Block 28 and the restoration of the Westfield ball diamond where the installation of sanitary and storm sewers are constructed.
- (c) That the Town permits the storm and sanitary services to cross municipal parkland in return for the estimated payment of \$40,700 for the restoration and improvements of the park facilities.
- (d) The Owner agrees in writing to satisfy all the requirements of the Erie Thames Powerlines Corporation regarding the installation of the electrical distribution system and any other matters pertaining to the development of the subdivision.
- (e) The development shall be phased to the satisfaction of the Town of Ingersoll and the County of Oxford.
- (f) Prior to the final approval of the subdivision plan, the Town of Ingersoll is to be advised, that all proposed lots and blocks within the subdivision shall conform to the Town of Ingersoll Zoning By-law 04-4160. Certification of lot areas, lot frontages, and lot depths shall be obtained from an Ontario Land Surveyor retained by the developer.
- (g) Prior to the final approval of the subdivision plan, the subdivider shall receive confirmation from the County of Oxford Department of Public Works that there is sufficient operational capacity in the Town of Ingersoll water and sewage system to service the plan of subdivision.
- (h) The Owner shall make provision for the assumption and operation by the County of Oxford of the water distribution system and sewage collection system within the draft plan, subject to the approval of the County of Oxford Public Works Department.
- (i) The Owner agrees in writing to satisfy all requirements, financial and otherwise, including payment of applicable development charges, of the County of Oxford regarding the installation of the water distribution system, the installation of the sanitary sewer system, and other matters pertaining to the development of the subdivision.
- (j) The Owner agrees in writing to dedicate Blocks 28 and 29 for the purposes of parkland in accordance with the relevant provisions of the Planning Act and to the satisfaction of the Town of Ingersoll.
- (k) The Owner agrees in writing to dedicate Block 30 and to construct a 1.5 metre wide walkway, to the specifications of and at no cost to the Town of Ingersoll. Additionally, a 1.5 metre (5-foot) chain link fence shall be installed along each side of the walkway.

- (l) The Owner agrees in writing to construct a 1.5 metre (5-foot) wide sidewalk along the north and west boulevard of Minler Street, to the specifications of and at no cost to the Town of Ingersoll.
- (m) The Owner to construct a 1.83 metre (6-foot) board-on-board privacy fence, made of new materials only, along the northerly limits of the residential lots that abut Block 29, and along the northerly limits of Lots 1,8 and 9, at no cost to the Town of Ingersoll.
- (n) The Owner agrees in writing to dedicate Block 31 and to remove the existing paved sidewalk located within Block 31 and to establish appropriate grades for Block 31, at no cost to the Town of Ingersoll.
- (o) Prior to final approval by the County, such easements as may be required for utility or drainage purposed shall be granted to the appropriate authority.
- (p) The street included in the draft plan shall be named to the satisfaction of the Town of Ingersoll and dedicated as a public highway.
- (q) Prior to grading and issuance of building permits, that a final storm water management report, grading plan and an erosion and siltation control plan be prepared and submitted by the Owner for the review and approval by the Town of Ingersoll and the Upper Thames River Conservation Authority, and further, the Owner shall include provisions for the Owner to carry out or cause to be carried out any necessary works in accordance with the approved plans and reports.
- (r) The Owner is required to implement all the recommendations of the study entitled Stationary Source Noise Feasibility Study (HGC Engineering Limited, dated May 10, 2013), to the satisfaction of and at no cost to the Town or County.
- (s) The Owner shall include a provision in all offers of purchase and sale, advising prospective purchasers that due to the geometry of Minler Street, both sides of the street shall be signed "No Parking" at no cost to the Town.
- (t) The Owner and all future owners of properties include the following environmental warning clause in all purchase and sale agreements:
 - (i) *"Purchasers are advised that dust, odour and other emissions from agricultural activities conducted in the periphery of Ingersoll may be of concern and many interfere with some residential activities."*
 - (ii) *"Purchasers are advised that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Town of Ingersoll may be evident and may occasionally interfere with some residential activities."*
 - (iii) *"Purchasers are advised that due to the proximity of nearby industrial land uses, sound levels from these facilities may at times be audible."*
 - (iv) *"Purchasers are advised that the Town boulevard must remain in grass unless other materials are approved by the Town Engineer."*
- (u) The Owner shall include a provision in all offers of purchase and sale, advising prospective purchasers:
 - (i) That the home/business mail delivery will be from a designated Centralized Mail Box;
 - (ii) That the owners will be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.

- (v) The Owner agrees to:
- (i) Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
 - (ii) Install a concrete pad in accordance with the requirements of, and in locations to be approved by, Canada Post to facilitate the placement of Community Mail Boxes.
 - (iii) Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
 - (iv) Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
 - (v) Provide the centralized mail facility, for multi-unit, at the Owner's expense, in buildings and complexes with a common lobby, common indoor or shelter place.
- (w) The storm water management system has been approved for the subdivision and as a result there shall be registered on title a clause which prevents the alteration of the grading without approval from the Town's Engineer. This clause shall also be included in all agreements of sale.

30. ZONING

The Owner hereby covenants and agrees to consent, and hereby consents, to the passage of a by-law of the Town of Ingersoll pursuant to Section 34 of the Planning Act, R.S.O. 1990, restricting the lands outlined in Schedule "B" attached hereto, to uses appropriate to the nature of the Plan and satisfactory to the Town.

31. CONDITIONS IMPOSED BY COUNTY

The Owner, Town and County irrevocably agree that all conditions and requirements herein contained have been imposed by the County prior to registration of the Plan as a condition of its approval of the plan of subdivision, and the Owner irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

IN THIS AGREEMENT the singular shall include the plural and the neuter shall include the masculine or feminine as the context may require, and if there are more than one Owner the covenants of such Owner shall be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers, and any party not a corporation has hereunto set his or her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED) **THE CORPORATION OF THE TOWN OF INGERSOLL**

In the presence of)

)
)
) _____
) Mayor – Edward (Ted) Comiskey

)
)
) _____
) Clerk – Michael Graves

)
)
) **THE COUNTY OF OXFORD**

)
)
) _____
) Per: Warden – David Mayberry

)
)
) _____
) Per: Clerk – Brenda Tabor

)
)
) **OWNER - Oak Country Homes Limited**

)
)
) _____
) Per

)
)
) _____
) Per

) I/We have authority to bind the corporation

SCHEDULE "A"

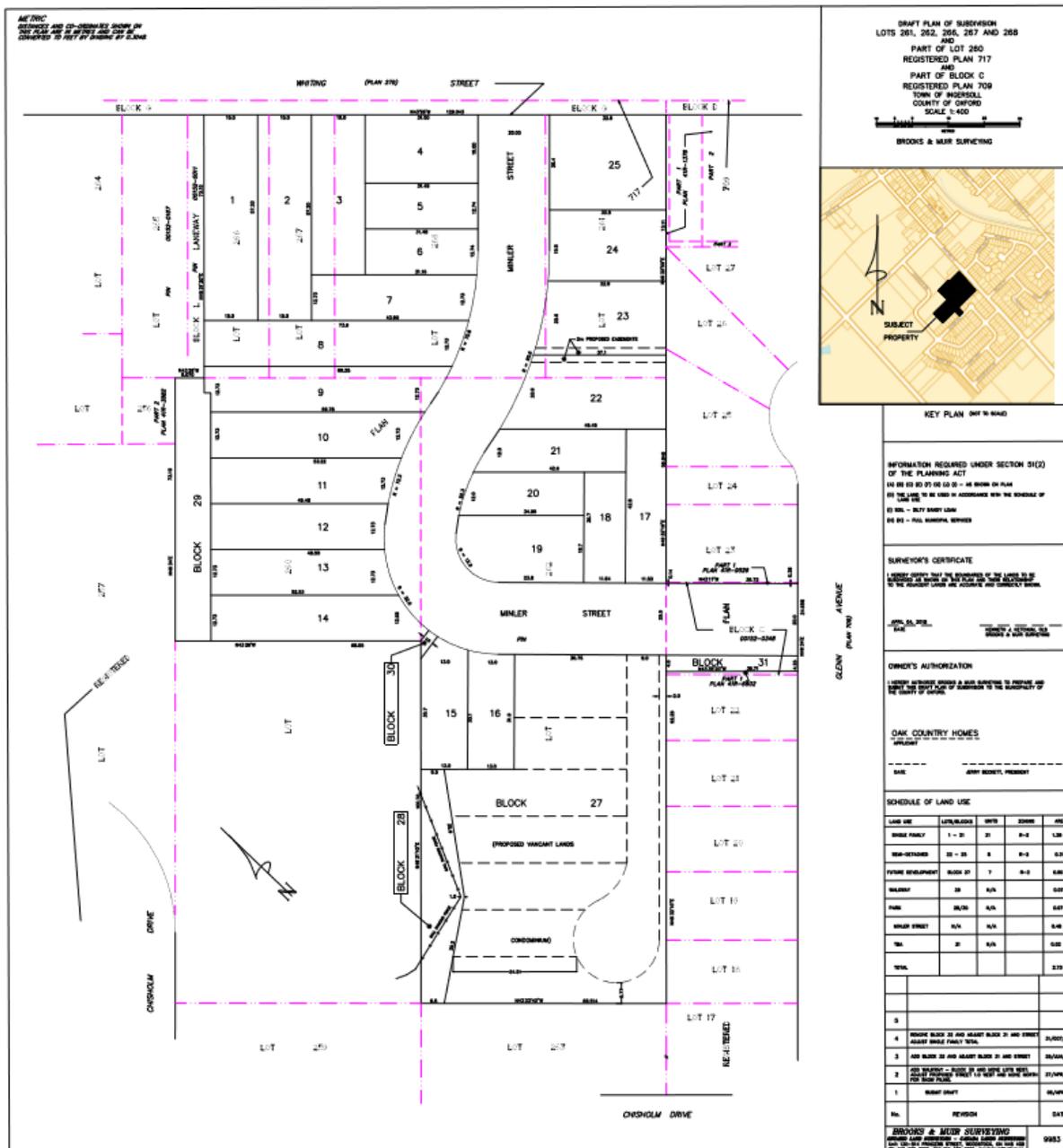
This is Schedule "A" to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll and the County of Oxford to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 261, 262, 266, 267 and 268, and Part Lot 260, Registered Plan 717, and part of Block "C" Registered Plan 709, in the Town of Ingersoll, County of Oxford.

SCHEDULE "B"

Calculated Plan of Subdivision

This is Schedule 'B' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner to which it is attached and forms a part.



Westfield Heights
 Subdivision Agreement
 SB12-03-6
 Date: Aug 1, 2018

SCHEDULE “C”

This is Schedule ‘C’ to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford, and the Owner to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

The following drawings shall apply to the construction of services and the grading provided for in this agreement:

Stage 1

Project 35904-104-CS1.1

Drawing # 1 of 12 – GP1.1	Overall Servicing Plan
Drawing # 2 of 12 – SA1.1	Storm & Sanitary Area Plans, Design Sheets
Drawing # 3 of 12 – LG1.1	Lot Grading Plan
Drawing # 4 of 12 – LG1.2	Lot Grading Notes and Details
Drawing # 5 of 12 – PP1.1	Minler Street Sta. 0+000 to Sta. 0+260
Drawing # 6 of 12 – PP1.2	Park Block Outlet, Whiting Street Blvd
Drawing # 7 of 12 – PP1.3	Rear Yard CB Lot 23
Drawing # 8 of 12 – MS1.1	Miscellaneous Notes & Details
Drawing # 9 of 12 – MS1.2	Miscellaneous Details
Drawing # 10 of 12 – L1.1	Landscaping Plan
Drawing # 11 of 12 – SL1.1	Streetlighting Plan
Drawing # 12 of 12 – RM1.1	Removals Plan

All Drawings to be prepared by MTE Engineers/Scientists/Surveyors from London

The Corporation of the Town of Ingersoll – Minimum Residential Standard Drawing S-14. Supplied by the Town’s Engineering Department

Ontario Provincial Standard Drawings

OPSD 216.021 (2008)	Subdrain Pipe and Outlet Details
OPSD 219.100 (2015)	Light Duty Straw Bale Barrier
OPSD 219.110 (2015)	Light Duty Silt Fence Barrier
OPSD 219.130 (2015)	Heavy Duty Silt Fence Barrier
OPSD 310.010 (2015)	Concrete Sidewalk
OPSD 310.020 (2015)	Concrete Sidewalk Adjacent to Curb and Gutter
OPSD 310.030 (2015)	Concrete Sidewalk Ramps at Intersections
OPSD 310.040 (2015)	Utility Isolation in Sidewalks
OPSD 310.050 (2015)	Sidewalk Driveway Entrance Details
OPSD 351.010 (2009)	Urban Residential Entrance
OPSD 400.110 (2013)	Catch basin Square Frame with Square Overflow Type Flat Grate, Perforated Openings
OPSD 401.010 (2013)	Maintenance Hole Square Frame with Circular Closed or Open Cover
OPSD 404.020 (2013)	Aluminum Safety Platform for Circular Maintenance Holes
OPSD 405.020 (2013)	Maintenance Hole Steps – Solid
OPSD 600.040 (2012)	Concrete Barrier Curb with Standard Gutter
OPSD 600.100 (2012)	Concrete Mountable Curb with Narrow Gutter

Westfield Heights
Subdivision Agreement
SB12-03-6
Date: Aug 1, 2018

OPSD 701.010 (2014)	Precast Concrete Maintenance Hole 1200 mm.
OPSD 701.011 (2014)	Precast Concrete Maintenance Hole 1500 mm.
OPSD 701.013 (2014)	Precast Concrete Maintenance Hole 2400 mm.
OPSD 701.014 (2014)	Precast Concrete Maintenance Hole 3000 mm.
OPSD 701.021 (2014)	Maintenance Hole Benching and Pipe Opening Details
OPSD 701.030 (2014)	Precast Concrete Maintenance Hole Comp. 1200mm Tapered Top and Flat Cap.
OPSD 701.040 (2014)	Precast Concrete Maintenance Hole Comp. 1500mm Transition Cone and Slabs.
OPSD 701.041 (2014)	Precast Concrete Maintenance Hole Comp. 1500mm Risers and Bases.
OPSD 701.060 (2014)	Precast Concrete Maintenance Hole Comp. 2400mm Transition Cone and Slabs.
OPSD 701.061 (2014)	Precast Concrete Maintenance Hole Comp. 2400mm Risers and Bases.
OPSD 701.070 (2014)	Precast Concrete Maintenance Hole Comp. 3000mm Transition Cone and Slabs.
OPSD 701.071 (2014)	Precast Concrete Maintenance Hole Comp. 3000mm Risers and Bases.
OPSD 704.010 (2014)	Precast Concrete Adjustment Units for Maintenance Holes, Catch Basins etc.
OPSD 704.011(2008)	High Density Polyethylene Adjustment Units for Maintenance Holes, Catch Basins etc.
OPSD 705.010 (2014)	Precast Concrete Catch Basin - 600 x 600mm.
OPSD 705.020 (2014)	Precast Concrete Twin Inlet Catch Basin
OPSD 708.020 (2016)	Support for Pipe at Catch Basin or Maint. Hole
OPSD 708.030 (2016)	Catch Basin Connection - Flexible Pipe
OPSD 809.010 (2013)	Perforated Pipe Sub-Drain Connection etc.
OPSD 1003.010 (2016)	Maintenance Hole Drop Structure using Tee
OPSD 1003.020 (2016)	Maintenance Hole Drop Structure using Wye
OPSD 1006.010 (2016)	Sewer Service Connections for Rigid Pipe
OPSD 1104.010 (2013)	Water Service Connection Detail 20 and 25mm Diameter Sizes
OPSD 1104.030 (2013)	Blow Off Installation 25mm
OPSD 1105.010 (2013)	Hydrant Installation (revised by Town of Ingersoll)

Ontario Provincial Standard Specifications

OPSS 102 (1992)	Weighing of Materials
OPSS 127 (2015)	Schedule of Rental Rates (to be revised prior to contract award)
OPSS 128 (2006)	Supply of Pre-Qualified Material and Products
OPSS 180 (2011)	Management and Disposal of Excess Material
OPSS 201 (2011)	Clearing, Close Clearing, Grubbing etc.
OPSS 206 (2013)	MUNI Grading
OPSS 310 (2017)	MUNI Hot Mix Asphalt
OPSS.PROV 313	(2016) Hot Mix Asphalt – End Result
OPSS 314 (2016)	MUNI Untreated Granular Subbase, Base etc.
OPSS 351 (2015)	Concrete Sidewalk
OPSS 353 (2016)	MUNI Concrete Curb and Gutter Systems
OPSS 401 (2015)	MUNI Trenching, Backfilling and Compaction
OPSS 402 (2016)	MUNI Excavating, Backfilling and Compacting for Maintenance Holes, Catchbasins etc.
OPSS 405 (2009)	Pipe Subdrains
OPSS 407 (2015)	Maint. Holes, Catch Basins, etc. Installation
OPSS 409 (2013)	Closed Circuit Television Inspection of Pipe
OPSS 410 (2013)	Pipe Sewer Installation Open Cut

Westfield Heights
Subdivision Agreement
SB12-03-6
Date: Aug 1, 2018

OPSS 412 (2012)	Sewage Forcemain Installation Open Cut
OPSS 441 (2016)	MUNI Water Main Installation in Open Cut
OPSS 501 (2014)	MUNI Compacting
OPSS 506 (2013)	Dust Suppressants
OPSS 517 (2016)	MUNI Dewatering of Pipeline, Utility and Associated Structure Excavation
OPSS 518 (2016)	MUNI Control of Water from Dewatering Operations
OPSS 603 (2015)	Installation of Ducts
OPSS 706 (2016)	MUNI Traffic Control Signing
OPSS 772 (2012)	Chain Link Fence
OPSS 802 (2010)	Topsoil
OPSS 803 (2015)	Sodding
OPSS 804 (2014)	MUNI Seed and Cover
OPSS 805 (2015)	Temporary Erosion and Sediment Control Measures
OPSS 1001 (2013)	MUNI Aggregates - General
OPSS 1002 (2013)	MUNI Aggregates - Concrete
OPSS 1003 (2013)	MUNI Aggregates –Hot Mix Asphalt
OPSS1010 (2013)	MUNI Aggregates – Base, Subbase, Select Subgrade, and Backfill Material
OPSS 1150 (2017)	MUNI Hot Mix Asphalt
OPSS .MUNI 1151 (2017)	Superpave and Stone Mastic Asphalt Mixtures
OPSS 1351 (2014)	MUNI White Pigmented Membrane Curing Compounds for Concrete
OPSS.MUNI 1350 (2014)	Concrete – Materials and Production
OPSS 1351 (2014)	MUNI Precast Reinforced Concrete Components for Maintenance Holes, Catch Basins etc.
OPSS 1541 (2012)	Chain-Link Fence Components
OPSS 1841 (2015)	Non-Pressure Polyvinyl Chloride (PVC) Pipe Products
OPSS 1850 (2013)	Frames, Grates, Covers and Gratings
OPSS 1854 (2014)	High Density Polyethylene Adjustment Units for Maintenance Holes, Catch Basins etc.

The County of Oxford Specifications

Reference: *The County of Oxford Design Guidelines and Supplemental Specifications for Municipal Services, Current Version.*

Materials:	Main:	Blue AWWAC900 PVC SDR 18 Class 150 Pipe or equivalent
	Services:	20mm Type K, Soft Copper
Fittings:	Mains:	Mechanical Joint Cast Fittings with appropriate restraints
	Services:	Compression joint or copper flared
Valves:	Mains:	Mechanical Joint Resilient Seat Gate Valves Mueller #A2370-21 complete with screw on Type Cast Iron Valve Box
	Services:	Corporation Main Stop – EMCO #17072 Curb Stop – EMCO #17402 complete

with stainless steel road and valve box cover

Hydrants: Standard Hydrants (Canada Valve – Darling, Century, Macivity M67) shall be used with 150mm lead and hydrant valve complete with valve box.

Note:

- For details, please refer to the County of Oxford design guidelines and specifications document listed above.
- Specified parts may be substituted upon approval by the County of Oxford.
- All material required for chlorination and testing of the watermain shall be supplied by the contractor.
- All testing must be inspected by the County of Oxford Certified field inspector.
- All watermains and appurtenances shall be installed to the County's current and/or revised specifications as supplied to the developer.

The Town of Ingersoll Specifications

Reference: *The Town of Ingersoll Design Guidelines and Specifications for Municipal Work, Draft 2018*

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2018 between the Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

Prior to the County granting final approval of this Plan, the Owner shall transfer to the Town, all external lands as prescribed herein. Furthermore, within thirty days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the Town.

LANDS TO BE CONVEYED TO THE TOWN OF INGERSOLL AND/OR COUNTY OF OXFORD:

0.3 metre (one foot) reserves: abutting Block 27

Road Widening (Dedicated on face of plan): Block 31

Walkways: Block 30

5% Parkland Dedication: - Block 28 & 29

Dedication of land for Parks in excess of 5%: None

Stormwater Management: None

LANDS TO BE SET ASIDE FOR SCHOOL SITE: None

SCHEDULE "F"

This is Schedule 'F' to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

Multi-Purpose Easements:

Road Easements: None

Sanitary: Across the Park

Storm: Lot 23

Storm Water Outlet: None

SCHEDULE "G"

This is Schedule "G" to the Subdivision Agreement dated this _____ day of _____ 2018, between The Corporation of the Town of Ingersoll, the County of Oxford, and to the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Certificate of Substantial Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Subdivision Agreement registered in conjunction with draft plan of subdivision SB12-03-6 have been:

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the Town Engineer.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this _____ day of _____, 2018.

SCHEDULE "H"

This is Schedule "H" to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and to the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Verification of Soils Testing Procedures and Results

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll (hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that has carried out, at the request of the Subdivider's supervising engineer and the Town Engineer, "in situ" density testing of the roadway subgrade, granular pavement materials, asphalt and Benkelman Beam rebound testing of the pavement of various periods during construction of Subdivision and the results have been reported previously.

This testing has been carried out on a periodic basis using normal engineering practices and testing procedures to evaluate the adequacy of the construction and the results indicate that the various design standards and specifications have been achieved.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 2018.

SCHEDULE "I"

Lot Grading Plan

This is Schedule "I" to the Subdivision Agreement dated this ____ day _____ of 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

The following drawings shall apply to the grading provided for in this agreement:

Drawing #3 of 12 – LG1.1 Lot Grading Plan

Drawing #4 of 12 – LG1.2 Lot Grading Notes and Details

SCHEDULE "J"

This is Schedule 'J' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Certificate of Compliance for Erosion and Sediment Control Measures

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll, hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that:

- (a) the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site where applicable, or were installed immediately upon completion of construction of the work for which these control measures were designed, where applicable; and
- (b) the required erosion and sediment control measures were maintained and operating as intended in accordance with The Guidelines on Erosion and Sediment Control for Urban Construction Sites (May 1987) during construction as required under this Agreement.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 2018.

SCHEDULE "K"

This is Schedule 'K' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Final Certificate of Lot and Block Grading

All Lots and Blocks on Plan _____ shall be graded including fill or excavation for their full width and length to the grades, levels, and specifications as shown on the accepted subdivision grading plan.

Fully developed Lots/Blocks - including the building, landscaping and paved driveway

Pursuant to provision 4 STANDARD OF WORK in the General Provisions of the Subdivision Agreement I hereby certify the following Lots or Blocks are graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan attached as a schedule to the Subdivision Agreement or filed with the Town Engineer.

Lots/Blocks: ._____

Vacant Lot/Block

Pursuant to provision 10 COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE in the General Provisions of the Subdivision Agreement I hereby certify that the actual finished elevations and grading of each Lot and Block generally conform to the accepted subdivision grading plan.

Lots/Blocks: ._____

Under construction Lots/Blocks

I hereby acknowledge that the following Lots/Blocks are under construction and not occupied, but will be final graded in general conformity with the grades and elevations shown on the accepted subdivision grading plan.

Lots/Blocks: ._____

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 20__.

SCHEDULE "L"

Servicing Easement

This is Schedule 'L' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll and the County of Oxford to which it is attached and forms a part.

THIS EASEMENT made this ____ day of _____, 20__.

B E T W E E N:

[Transferor]
(Hereinafter called the "Transferor")
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL
(Hereinafter called the "Transferee")
OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the Municipal Act, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the Town of Ingersoll and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time

Clover Ridge North
Subdivision Agreement
32T-87004 Phase VII
Date: Aug 1, 2015

determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [___DESCRIPTION___] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter up on the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or its designate.

THE TRANSFEROR FURTHER COVENANTS and agrees that no trees shall be planted or cultivated within the easement except with the express written approval of the Transferee.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurance s as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

SCHEDULE "M"

Road Easement

This is Schedule 'M' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TRANSFER OF EASEMENT, ROADWAYS

(Hereinafter called the "Transferor")
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL
(Hereinafter called the "Transferee")
OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee an easement for temporary turning circle over the said lands;

NOW THEREFORE WITNESSETH that in consideration of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to construct, reconstruct, repair, clean, maintain, inspect and use as part of the public highway system of the Town of Ingersoll and as appurtenant thereto, and to the highways in the ownership of the Transferee, and for all times hereafter, a temporary turning circle, of such construction and size as the Transferee may from time to time determine necessary, in, through, over and under the lands situate in the Town of Ingersoll, County of Oxford, described in the Transfer of Easement to which this Schedule is attached (hereinafter referred to as the "easement lands") for the purposes of a temporary turning circle and temporary passage.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the easement lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

Clover Ridge North
Subdivision Agreement
32T-87004 Phase VII
Date: Aug 1, 2015

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby transferred without being liable for any interference, loss of use or loss of profit which shall or may be caused thereby to the easement lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects as may be necessary or convenient in the exercise of the rights and privileges hereby transferred and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Town Engineer of the Town of Ingersoll.

THE TRANSFEROR FURTHER COVENANTS that it has the right to transfer the rights, liberties, privileges and easements hereby transferred and will execute such further assurances as may be requisite to give full effect to this transfer.

THE TRANSFEEE COVENANTS AND AGREES THAT this easement is transferred in order to provide a temporary turning circle at the end of [street name] on Registered Plan [33M-]. After an approved road extension for the aforesaid street has been constructed to the specifications of the Engineer of the Town of Ingersoll, the Transferee will release and abandon this easement to the Transferor or its assigns.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

SCHEDULE "N"

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2015.

BETWEEN:

OAK COUNTRY HOMES LIMITED

(hereinafter called the "Owner")
OF THE FIRST PART;

- and

MTE

(hereinafter called the "Consulting Engineer")
OF THE SECOND PART;

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL

(hereinafter called the "Town")
OF THE THIRD PART;

WHEREAS the Owner proposes to develop a Subdivision, commonly referred to as Clover Ridge North Phase VII on lands identified on the attached Schedule "A" (hereinafter called the "Subdivision").

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

- (1) The Owner agrees to construct the Subdivision in accordance with all applicable Provincial, County and Town standards and in particular the terms of the Subdivision Agreement dated _____, 2018.
- (2) The Owner hereby acknowledges that it has retained the services of the Consulting Engineer for the provision of engineering services for the development of the Subdivision and as part of that retainer, the Owner requires the Consulting Engineer to monitor and inspect the works undertaken and provide to the Town the required certifications identified in the Subdivision Agreement, all at the expense of the Owner. All invoicing and payment for the Consulting Engineer's services shall be undertaken directly between the Owner and the Consulting Engineer.
- (3) The Consulting Engineer acknowledges that the Subdivision must be constructed in accordance with Provincial, County and Town standards when certifying any component of the development of the Subdivision.

Clover Ridge North
Subdivision Agreement
32T-87004 Phase VII
Date: Aug 1, 2015

- (4) The Consulting Engineer agrees to administer, observe and certify that the construction is in accordance with the approved construction drawings and the Plan must be stamped by the Consulting Engineer or another professional engineer and approved by the Town.
- (5) The Consulting Engineer agrees that it shall skillfully and competently perform its services in accordance with generally accepted engineering principles when it is monitoring and inspecting the work undertaken by the Owner, for which it will provide certification in accordance with the terms of the Subdivision Agreement.
- (6) The Owner and the Consulting Engineer shall notify the Town immediately in the event the retainer between the Owner and the Consulting Engineer for this Subdivision is terminated or suspended for any reason. The Owner agrees to stop all work immediately until such time as a new Consulting Engineer is appointed to the Town's satisfaction. The Owner agrees to hire a replacement Consulting Engineer with six (6) weeks of said termination; the Owner acknowledges that failure to do so will result in the Town calling upon the Letter of Credit to complete any work related to public safety.
- (7) The Consulting Engineer shall insure its undertaking, business and equipment so as to protect and indemnify and save harmless the Town from any and all costs, claims, demands, damages, fines, suits, actions, and judgements made, brought or recovered against the Town for any bodily injury, death or property damage caused by the negligent acts, errors or omissions in the operation and business carried on by the Consulting Engineer under this Agreement.
- (8) The Consulting Engineer shall maintain liability insurance acceptable to the Town throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence. **Such insurance shall name The Corporation of the Town of Ingersoll as an additional insured** thereunder and shall be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause and Blanket Contractual Liability.
- (9) The Consulting Engineer shall take out and keep in force until three (3) years after this Agreement is no longer in effect, Professional Liability Insurance in the amount of one million dollars (\$1,000,000) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement.
- (10) The Consulting Engineer shall forward Certificates of Insurance evidencing the required insurance with the executed Agreement. These Certificates shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail to the Town. It is also understood and agreed that in the event of a claim, any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of the consulting Engineer and the Owner and that this coverage shall be primary insurance as respects the Town. Any insurance or self-insurance maintained by the Town shall be considered excess of the Consulting Engineer's and Owner's insurance and shall not contribute with it. The Town reserves the right to modify the insurance requirements as deemed suitable.

- (11) Neither the Consulting Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of this Subdivision, or have an interest either directly or indirectly in the construction of the Subdivision.
- (12) Neither the Owner nor the Consulting Engineer shall assign this Agreement in whole or in part without the prior written consent of the Town, which consent may not be withheld without reason but the Town may impose terms and conditions.
- (13) The Consulting Engineer is and will at all times remain an independent contractor, retained by the Owner and the Consulting Engineer is not and shall not represent itself to be the agent or employee of the Town.
- (14) The Consulting Engineer acknowledges that the Town is relying upon the accuracy of the inspections and upon the certifications provided pursuant to the terms of the Subdivision Agreement. The Consulting Engineer accepts full responsibility for the accuracy and completeness of any and all representations, inspections and certifications provided to the Town.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day, month and year first written above.

OAK COUNTRY HOMES LIMITED

per:

name:
title:

name:
title:

I/We have authority to bind the corporation.

MTE Engineers/Scientists/Surveyors

per:

name:
title:

name:
title:

I/We have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF INGERSOLL

per:

Clover Ridge North
 Subdivision Agreement
 32T-87004 Phase VII
 Date: Aug 1, 2015

name:
title:

name:
title:
I/We have authority to bind the corporation.

SCHEDULE "O"

This is Schedule 'O' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

Letter of Credit Template - Example

Bank Letterhead

Letter of Credit No.:

Total Amount:

Date:

Branch:

Customer: (Name of Developer)

**To: The Corporation of the Town of Ingersoll
130 Oxford Street, 2nd Floor
Ingersoll, Ontario N5C 2V5**

IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on _____
(Financial Institution & Address)

for account of our customer, _____
(Name of Developer)

up to an aggregate amount of _____ dollars (\$ _____) as available by drafts at sight as follows:

At the request of our customer, the said _____,
(Name of Developer)

we, the _____ hereby establish and issue to you, this
(Financial Institution)

Irrevocable Standby Letter of Credit in your favour in the total amount of _____ dollars (\$ _____) which may be drawn on by you at any time, from time to time upon written demand for payment made upon us by you, which demand we shall then honour without inquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the _____
(Financial Institution)

at such time as a written demand for payment is made upon us, a certificate signed by your Treasurer or designate, confirming that monies drawn pursuant to this Letter of Credit are

to be retained and used to perform any outstanding obligations of our said customer to you as provided for in the _____ agreement between
(Type of Agreement)

_____ and the Corporation of the Town of Ingersoll.
(Name of Developer)

It is understood and agreed that the obligation of the undersigned under this Letter of Credit is an obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform or cause to perform any of our customer's obligations to you.

The amount of this credit shall be reduced from time to time and such reduction will be effected upon receipt of written notice given to us by you. This Letter of Credit will continue up to _____.
(Date)

and will expire on the close of business on that date and you may call for payment of the full outstanding amount under this Letter of Credit at any time up to the close of business on that date should the Letter of Credit not be renewed.

It is a condition of this Letter of Credit that it be automatically extended, without amendment, for successive periods of one year each from the present or any future expiration date hereof, unless not less than thirty (30) days prior to any such date, we notify you in writing by registered mail/courier at 130 Oxford Street, 2nd Floor, Ingersoll, Ontario N5C 2V5, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your above written certificate.

Partial drawings hereunder are permitted.

Written demands for drawings under this Letter of Credit will be duly honoured, and shall state on their face that they are drawn under the _____
(Financial Institution)

(Address)
Letter of Credit No. _____, Dated:

(Authorized Signature & Title)

(Authorized Signature & Title)



**Corporation of the Town of Ingersoll
By-Law 18-5014**

A By-law to authorize the execution of an agreement of a Subdivision Agreement between Reeves Land Corporation, the Corporation of the Town of Ingersoll and the County of Oxford

WHEREAS it is deemed necessary and advisable to enter into a Subdivision Agreement with Reeves Land Corporation for the purpose of a Residential Development to be located on the south side of Clarke Road, east of Whiting Street, in the Town of Ingersoll, in the County of Oxford.

NOW THEREFORE, the Council of the Corporation of the Town of Ingersoll enacts as follows:

1. That a Subdivision Agreement between Reeves Land Corporation, the Corporation of the Town of Ingersoll, and the County of Oxford 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 13th day of August, 2018.

READ a third time in Open Council and passed this 13th day of August, 2018.

Edward (Ted) Comiskey, Mayor

Michael Graves, Clerk



**THE CORPORATION OF THE
TOWN OF INGERSOLL**

-and the-

COUNTY OF OXFORD

-and-

Reeves Land Corporation

SB 17-02-6

**Golf Estates
Subdivision Agreement**

TABLE OF CONTENTS

	Page
PART I - GENERAL PROVISIONS	4
1. DEFINITIONS	4
2. INCONTESTABILITY	5
3. COMMENCEMENT AND COMPLETION.....	5
4. STANDARD OF WORK	5
5. SOILS CERTIFICATE	12
6. WORK SCHEDULES	12
7. THE OPINION OF THE TOWN ENGINEER	13
8. INSURANCE AND INDEMNITY	13
9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS	14
9.1 NO BUILDING PERMITS TO BE APPLIED FOR UNTIL	14
9.2 PREMATURE APPLICATION FOR BUILDING PERMITS	16
10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE	16
11. RIGHT OF INSPECTION AND DIRECTION	18
12. CONSTRUCTION LIENS	18
13. LANDS FOR MUNICIPAL PURPOSES	19
14. OTHER LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE.....	20
15. EXECUTION OF CONVEYANCES AND EASEMENTS	20
16. AREAS SET ASIDE FOR SCHOOL SITES	20
17. DEFAULT	21
18. REMEDY ON GIVING NOTICE OF DEFAULT	21
19. REMEDIES ON FINAL DEFAULT	22
20. SEVERANCE OF ULTRA VIRES TERMS	22
21. PAYMENT OF TOWN COSTS.....	22
22. PAYMENT OF SOLICITORS' COSTS	22
23. PAYMENT OF RATES, TAXES AND LEVIES	23
24. ASSIGNMENT	23
25. NOTICE	23
26. SUBDIVISION SIGNS.....	24
27. IDENTIFICATION SIGNS.....	24
28. GENERAL PROVISIONS.....	24
 PART II – SPECIAL PROVISIONS	 30
29. UNIQUE CONDITIONS.....	30
30. ZONING	32
31. CONDITIONS IMPOSED BY THE COUNTY	33
 AGREEMENT SCHEDULES.....	 35
SCHEDULE "A" – DESCRIPTION OF PROPERTY	36
SCHEDULE "B" – Calculated Plan of Subdivision	37
SCHEDULE "C" – SPECIAL WORKS AND SERVICES	39
SCHEDULE "D" – LANDS TO BE CONVEYED TO TOWN	42
SCHEDULE "E" – SECURITIES ITEMIZED	43
SCHEDULE "F" - EASEMENTS	44
SCHEDULE "G" – SUBSTANTIAL COMPLETION OF WORKS	45
SCHEDULE "H" – VERIFICATION OF SOILS TESTING	46
SCHEDULE "I" –LOT GRADING PLAN.....	47
SCHEDULE "J" – EROSION AND SEDIMENT CONTROL MEASURES	48
SCHEDULE "K" – FINAL CERTIFICATE LOT/BLOCK GRADING	49
SCHEDULE "L" – EXAMPLE EASEMENT	50
SCHEDULE "M" – ROAD EASEMENT	52
SCHEDULE "N" – CONSULTING ENGINEER'S AGREEMENT	54
SCHEDULE "O" – LETTER OF CREDIT TEMPLATE	57

THIS AGREEMENT made this **#nd** day of **MONTH, 2018**.

BETWEEN:

THE CORPORATION OF THE TOWN OF INGERSOLL
(hereinafter called the Town)

OF THE FIRST PART

AND

THE COUNTY OF OXFORD
(hereinafter called the County)

OF THE SECOND PART

AND

REEVES LAND CORPORATION
(hereinafter called the Owner)

OF THE THIRD PART

WHEREAS the Owner represents that it is seized of those lands situate in the Town of Ingersoll, in the County of Oxford, more particularly described in Schedule "A" hereunto annexed, and desires to obtain the approval of the County of Oxford, pursuant to Section 51 of the Planning Act, R.S.O 1990, as amended, to the draft plan of subdivision of the said lands located in the Town of Ingersoll now produced and marked Schedule "B" to this Agreement, and initialed for the purposes of identification by the signing officers of the parties hereto, and the County and the Town desire to advise the Owner as to the terms upon which the consent to the registration of the Plan should be given;

AND WHEREAS the said plan of subdivision would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the County has required as a condition precedent to the final approval of the said plan of subdivision that the Owner enter into this Agreement with the Town and County;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by each of the Parties to the other at or before the execution of these presents (the receipt whereof is hereby acknowledged) the Parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

PART I - GENERAL PROVISIONS

1. DEFINITIONS

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

"Consulting Engineer" shall mean a Professional Engineer retained by the Owner.

"Fully serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in Section 4 of this Agreement.

"Low Impact Development (LID)" is an stormwater management approach that treats, infiltrates, filters and retains runoff at the source.

"Lot serviced with" shall mean a Lot shown upon the plan to which any specified service in good working condition and, where applicable, completed in conformity with this Agreement is immediately contiguous and to which service it is, in the opinion of the Town Engineer conveniently and reasonably possible to connect for the purposes of any dwelling or other building which might be erected upon the said Lot.

"Professional Engineer" or "Engineer" shall mean a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public.

"This Plan" shall mean the plan of subdivision annexed to this Agreement and marked Schedule "B".

"Town Engineer" shall mean that person who, for the time being, is employed by the Town of Ingersoll holding the appointment of Town Engineer, or such other person or engineer(s) as may be duly authorized and appointed by the Town of Ingersoll, or the appointment of Director of Public Works in the County of Oxford, or such other engineer(s) as may be duly authorized and appointed by the County.

2. *INCONTESTABILITY*

The Owner will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town and the County to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. *COMMENCEMENT AND COMPLETION*

The final Plan of subdivision, in the form and detail shown on Schedule "B", shall be lodged for registration with the Land Registrar by the Owner within thirty (30) days of its approval by the County and the Owner shall thereafter wholly at its own expense construct, install and promptly pay for these works and services set out upon the lists, plans and specifications hereinafter set forth, and also those set forth in Schedule "C" hereto annexed. Failure on the part of the Owner to promptly pay for works and services required by this Agreement to be constructed and installed, shall be deemed to be in "Final Default" under this Agreement. The Owner shall commence the said construction and installation not later than the first anniversary of the date of approval of the final Plan by the County and shall wholly complete the same not later than and have the subdivision assumed as outlined in Clause 10 within either six (6) years from the date of registration of this Agreement or once building permits have been issued for seventy (70) percent of the building Lots and Blocks in this subdivision, whichever shall be the earlier. In any regard, the final top coat of asphalt must be installed within three (3) years from the date of installation of the base coat of asphalt. Should the Owner, having used all reasonable diligence and foresight, be prevented as a result of a work stoppage by his own employees, an Act of God or act of the Queen's enemies (and no other reason shall be an excuse unless otherwise specifically herein provided) from commencing or completing work within the time specified, then the date for the commencement or the completion of the work, as the case may be, shall be extended for a length of time equal to the duration of the said cause of delay. The Owner will not apply under the *Land Titles Act* for an amendment to the said Plan without first obtaining, in writing, the approval of the County and the Town thereto.

4. *STANDARD OF WORK*

All works and services shall be constructed in the standard location in accordance with drawings approved by the Town Engineer. Should a variation from the standard location be necessary that is in conflict with the standard location of another utility, this variation must be to the satisfaction of the Town Engineer.

Plans and specifications for all works and services herein required to be done by the Owner shall be first submitted to the Town Engineer in a form satisfactory to the Town Engineer and such work shall not be commenced until the Town Engineer has received such plans and specifications and has expressly authorized such work to commence. All works and services shall be constructed and installed strictly in accordance with the said Plans and specifications, all to the satisfaction of the Town Engineer. The Owner shall construct all services and satisfy other requirements which will be known only after the details of the engineering design are submitted to the Town.

The Town Engineer may require, in writing, such variance from such plans and specifications as may be required by conditions which may be disclosed as the work progresses, and by sound engineering practice. The works and services required to be done by the Owner shall be wholly at the expense of the Owner except as may be otherwise herein expressly provided, and shall include the items set forth in Schedule "C" hereto, in addition to the following:

- 1) Storm and sanitary trunk sewers shall be constructed within the limits of the subdivision and beyond if required of such size, type, position and extent as are shown on the plans and specifications approved by the Town Engineer or otherwise required by the Town Engineer in writing. The Town Engineer may require this work to be done by a contractor whose competence is approved jointly by the Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to provide a satisfactory outlet for said storm and sanitary trunk sewers from the limits of this subdivision to the point of junction with the nearest approved Town sewer outlet.
- 2) Sanitary sewers, with sanitary private drain connections shall be constructed to one (1) metre past the Lot line of every Lot in the subdivision. Separate storm sewers including catch basins and connections, shall be provided and connected as shown on the approved plans and specifications.
- 3) Storm, LID's and sanitary sewers shall be installed generally within the road allowance. Where required, storm, LID's and sanitary sewer easements on any park/school block shall be to the satisfaction of the Town Engineer or the appropriate school board, respectively.
- 4) Where the Owner, or its Consulting Engineer proposes to install storm, LID's or sanitary sewers, to be assumed by the Town and County, located on easements over private property, all sanitary sewer manholes shall be located in paved parking Lots or driveways or in a location acceptable to the Town Engineer in order to facilitate maintenance of the sanitary sewer system, and all storm sewer manholes and LID's shall be placed in easily accessible areas if not placed in paved parking Lots or driveways.
- 5) The Owner hereby covenants and agrees to notify its Consulting Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner further agrees to have its Consulting Engineer investigate the matter and comply with the recommendations of its Consulting Engineer as approved by the Town Engineer with respect to the sewer or drain encountered, such as connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no cost to the Town. Adequate sewer easements are to be provided to the Town if necessary.

The Owner shall also ensure that there is no interruption to any subsurface drainage flow because of construction on the site which would have an adverse affect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Consulting Engineer and to the satisfaction of the Town Engineer, at no cost to the Town.

- 6) The Owner further covenants and agrees that if a class of bedding to be used in the installation of sewers in this subdivision has a load factor greater than 1.5, the Owner shall have the work done under the direction of an independent registered Professional Engineer, represented by a competent inspector who is to be present during the installation of such pipe.

- 7) The water distribution system shall include watermains, fire hydrants, necessary valves and appurtenances, including private service connections to the property line of every Lot on the Plan. The Owner shall have its Consulting Engineer review with the Town Engineer the availability of services and the servicing requirements prior to any detailed engineering being carried out for this subdivision.
- 8) Notwithstanding the requirements of Part (7) above, the Owner shall refrain from installing a water service to any block prior to the approval of the water service connection by the Town Engineer and the issuance of a building permit.
- 9) The Owner hereby covenants and agrees to install street lights on each street shown on the plan of subdivision hereto annexed and marked Schedule "B" at locations suitable to the Town Engineer and in accordance with the specifications and standards set forth by The Town for street lighting on Town roadways.

The Owner shall install walkway lighting as necessary on the walkway blocks in this Plan in accordance with Town requirements, all to the specifications of the Town Engineer and at no cost to the Town.

- 10) Further, where an Owner covenants and agrees to install street lights in accordance with Subsection (9) and where a street from an abutting developed or developing area is being extended through the plan of subdivision hereto annexed and marked as Schedule "B", the Owner shall install street light poles along the street being extended, which match the style of street light already existing or approved along the developed portion of the street, to the satisfaction of the Town.
- 11) The Owner, or his Consulting Engineer, shall ensure that any proposed excavation, construction, entrance or exit installation, demolition, etc. will not interfere with or be in conflict with the location and/or depth of any existing underground facilities, including sewers, pipelines, mains on street allowances or private rights-of-way, services, meter and regulator installations, valve boxes, cathodic protection test points, etc. In instances of apparent conflict, the Owner, or his consultant, shall obtain field locates from the appropriate commission, utility or agency.
- 12) Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any street in a new subdivision, such water service connection shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or wearing surface coat of asphalt; it being understood that this policy shall apply except where in the opinion of the Town Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable.
- 13) All streets and walkways shown on the said plan of subdivision, if any, shall be graded, including fill or excavation as required by the Town Engineer, to their full width of the allowance before any building permit application is made and the approved road allowance grades from street line to street line shall be maintained at all times to the grades and levels and to the specifications and requirements and to the satisfaction of the Town Engineer until the date of passing of the by-law assuming the said streets and walkways.

- 14) Concrete curbs and gutters shall be constructed on all streets within the subdivision but construction shall take place only at such times as may be authorized by the Town Engineer, in writing. The Town Engineer shall approve, in writing, of the elevation and final grade of the top of the curbs within a week of construction of the curbs to the satisfaction of the Town Engineer. The Owner shall provide a record of such heights and grades to the Town Engineer, and shall advise all builders of such heights and grades before construction of buildings commence.
- 15) Asphalt surfaced roadways shall be constructed on all streets within the subdivision as specified in Schedule "C". The asphalt shall be laid in at such times to the satisfaction of the Town Engineer.
- 16) Concrete sidewalks 1.82 m (approximately six feet) in width and on a base approved by the Town Engineer shall be constructed along those streets specified in Schedule "C". Sidewalks, where required in the subdivision, shall be constructed with and at the same time as the construction of curbs and gutters or at such time as may be allowed by the Town Engineer in writing. Accessible sidewalk ramps with tactile plates will be constructed at intersections or where required to the satisfaction of the Town Engineer.
- 17) Accessible concrete walks 1.83 m (approximately six feet) in width and on a base approved by the Town Engineer shall be constructed on the pedestrian walkway, that is part of Block 88 shown on the Plan, and shall extend to the travelled portion of the streets connected by the same. Chain link fences 1.83 m (approximately 6.0 feet) in height shall be provided along both sides of such walkways for their entire length. Ornamental obstacle posts shall be provided in all walkways as required by the Town Engineer.
- 18) Permanent street signs of a design approved by the Town Engineer shall be erected at all street intersections and other locations within the subdivision as required by the Town Engineer. All street name signs shall have a red coloured poppy preceding the name on the sign unless it's an existing street. Permanent street signs shall be erected upon completion of curb and gutter and base asphalt. Temporary street signs designating street names be installed and maintained prior to the construction of any dwellings.
- 19) The Owner shall lay top soil on and sod the portion of the street allowance lying between the street line or the property line and the curb, and also to asphalt/interlocking brick/concrete surface the portion of the driveway from the curb to the Lot line of each Lot to the specifications of the Town Engineer to a minimum width of 3050 mm (approximately 10 feet) except that on any street where a sidewalk exists or is required to be constructed by this Agreement, the Owner shall require the purchaser to asphalt surface only that portion of the driveway between the curb and the sidewalk and construct that portion of the driveway between the sidewalk and the Lot line using granular material to the specification and design requirements of the Town Engineer. The Owner shall ensure that this work is done after the building is completed and when the landscaping of the Lot is undertaken, and upon failure so to do, the Owner, shall upon notice from the Town Engineer, forthwith undertake and complete such work at his own expense.
- 20) All Lots and Blocks shown on the said plan of subdivision shall be graded, including fill or excavation as required by the Town Engineer, for their full width

and length to the grades, levels, specifications, requirements and satisfaction of the Town Engineer.

- 21) Each Lot and Block shall be graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan attached hereto as Schedule "I" for the fully developed Lot or Block including the building, the landscaping and the paved driveway.

The Owner covenants and agrees that it shall either impose by a general registration on all Lots and Blocks in the subdivision a building scheme which includes the following Lot and Block grading restrictions, or include in the agreement of sale and in the conveyance or transfer of each and every Lot and Block in the subdivision a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) in the following form to observe and comply with the Lot grading restrictions contained therein:

Lot and Block Grading Restrictions

The transferee covenants with the transferor to observe and comply with the following Lot and Block grading restrictions, the burden of which shall run with these lands and with each of the Lots and Blocks on Registered Plan Number 41M-xxxx for a period of twenty (20) years from the day the Plan is registered and the benefit shall likewise run with these lands and with each of the said Lots and Blocks for the same period, and shall be annexed to and run with each and every part of these lands and also each and every part of the land now owned by the transferor, not included in these lands. This covenant shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

1. Obligation to Grade According to Accepted Plan
These lands shall not be graded except in general conformity with the grades and elevations shown on the accepted subdivision grading plan attached to the Subdivision Agreement or filed with the Town Engineer.
2. Certified Lot Grading Plan
No building shall be constructed on these lands until a certified Lot grading plan has been filed with the Chief Building Official of the Town of Ingersoll showing:
 - (a) *the proposed finished elevation of these lands at each corner of the Lot or Block;*
 - (b) *the proposed finished elevation of these lands at the front and rear of the building;*
 - (c) *the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;*
 - (d) *the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;*
 - (e) *the proposed finished elevation and slope of any driveway and the proposed location of any swale, LID or rear yard catch basin; and*
 - (f) *any abrupt changes in the proposed finished elevation of these lands.*

The Plan shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying

thereon that the Lot grading plan conforms with the accepted area or subdivision grading plan filed with the Town Engineer.

3. Owner's Interim Grading Certificate

No building shall be constructed beyond the completion of footings until there has been filed with the Chief Building Official an Owner's interim grading certificate bearing the signature and seal of a Professional Engineer certifying that the elevation of the top of foundations will conform with the certified Lot grading plan

4. Owner's Final Grading Certificate

(a) No newly constructed building shall be occupied or used unless the building Lot is rough graded, to the satisfaction of the Chief Building Official, so that water will not accumulate at or near the building and will not adversely affect adjacent properties.

(b) Within seven (7) months of occupancy an Owner's final grading certificate shall be deposited with the Town Engineer. The final grading certificate shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of these lands generally conform with the accepted area or subdivision grading plan and the certified Lot grading plan.

(c) Assumption of the subdivision works and services shall not take place until all the appropriate certificates have been received by the Town Engineer.

5. Obligation to Maintain Grading

After these lands are graded in accordance with Clause 1 of these restrictions, no change shall be made to the actual finished elevation and grading of these lands in any way that results in a material alteration of drainage on or across these lands or adjacent lands from that shown on the accepted subdivision grading plan and the certified Lot grading plans for these lands and the adjacent lands.

6. Continuation of Covenant

The transferee agrees to obtain from any subsequent purchaser or transferee from the Owner a covenant to observe and comply with the restrictions set forth above including this clause.

- (22) The Owner hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Town Engineer.

The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Town Engineer.

- (23) The Owner agrees that no fill material will be exported from the site, and deposited in any area susceptible to flooding under regional storm conditions as regulated by the *Conservation Authorities Act of Ontario*.
- (24) The Owner shall require the purchaser from the Owner to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc., and shall notify such purchaser in writing to refrain from dumping on lands dedicated by the Owner to the Town for municipal purposes.

The Owner shall be held responsible for the general tidy appearance of the subdivision until assumption by the Town and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the Town Engineer. The Owner shall adequately maintain all roads, sidewalks and pedestrian walks within the subdivision free from mud, debris, building materials or other obstructions to the satisfaction of the Town Engineer.

- (25) The Owner or its Consulting Engineer shall ensure that adequate arrangements are made with the Town Engineer to obtain work approval permits for any work to be done on an existing Town street and provide the Town Engineer with adequate notice prior to commencing construction on an existing Town street. All warning signs and other related items are to be provided in accordance with the Town's standards.
- (26) The Owner hereby covenants and agrees that should the installation of services associated with this Agreement cause a depletion or reduction of water in any wells on the adjacent lands, that the Owner shall make satisfactory arrangements with the Owners of the lands affected for the provision of any adequate water supply at no cost to the Town provided that it can be satisfactorily demonstrated that the installation of the said services was the cause of the reduction of the water supply in the well.
- (27) It is hereby recognized on the part of the Owner that no weeping tile connections will be permitted into the sanitary sewers in this Plan. Further, no direct gravity connections from the weeping tiles will be permitted to the storm sewer system.
- (28) The Owner shall employ measures during the course of development (including any demolition) so that dirt, filth, glass, paper or other rubbish or refuse is not deposited on any street in the vicinity of the development by vehicles delivering materials to or removing materials from the development or, if unavoidably deposited on any such street, is removed as soon as practicable and the street restored to a clean condition. If the Owner is given notice by the Town to restore any such street to a clean condition to the satisfaction of the Town Engineer and the Owner fails to do so within the time (not exceeding 48 hours) specified in the notice, the Town Engineer may take such steps as he considers necessary to rectify the problem and the cost to the Town shall represent a debt owing by the Owner to the Town. If the Owner does not deposit a specific sum of money with the Town to meet the cost of restoring any such street to a clean condition, the Letter of Credit or other security deposited under this agreement may be sued by the Town to satisfy such costs.

Any variance from items (1) to (28) above must be clearly set forth in Schedule "C".

- (29) All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the Town Engineer and the Owner shall retain for itself, its successors and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the Town and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the Town Engineer. Winter maintenance work including ploughing, salting and sanding shall be provided for all streets in the subdivision to a degree which, in the opinion of the Town Engineer, is consistent with the number of residences under construction or occupied on any

street. All survey monuments shall at all times be carefully preserved and immediately repaired or replaced under the direction of on Ontario Land Surveyor if accidentally damaged or destroyed. The Owner shall obtain and grant to the Town and/or County, as applicable, easements for the said sewer, water and electric services whenever the same are on private property, such grants to be at the expense of the Owner, and in a form approved by the Town Engineer, and further provided that until such time as the foregoing works and services have been assumed by the Town, the Owner shall for the purpose of minimizing or eliminating danger of damages or inconvenience arising out of personal injury and damage to property, direct all or certain construction vehicles or equipment associated with the construction of this subdivision along such streets specified by the Town Engineer.

- (30) Full-time supervision is to be provided by the Consulting Engineer retained by the Owner for all works to be constructed on an existing Town street. A certificate is to be provided upon completion of the road works on these streets stating that the works have been completed in accordance with the plans and specifications accepted by the Town Engineer.

5. *SOILS CERTIFICATE*

The Owner hereby covenants and agrees to hire a soils Consulting Engineering firm with proven experience in road works to the satisfaction of the Town Engineer, to check the construction procedures, quality of materials and workmanship used and to give written verification that the proposed design standards approved for the road works required under this Agreement by the Town Engineer have been achieved. This testing will be carried out to the satisfaction of the Town Engineer using periodic inspection and testing of the road works and normal engineering procedures to evaluate the adequacy of the construction. The Owner agrees that prior to commencing any sewer construction it will hold a meeting with representatives of its contractor, soils and subdivision design Consulting Engineers and establish and have approved the means of compacting trench backfill material. The Owner is to have representatives of its soils Consulting Engineering firm and subdivision design Consulting Engineers on the site when the installation of sewers is started. The approved method or methods of compacting the sewer trench backfill material will be tried and tested by the soils consultant to ensure that the method or methods to be used meets the road design criteria. Not more than 150 metres (approximately 500 feet) of sewer shall be laid unless approved otherwise by the subdivision design Consulting Engineers until the soils consultant has approved the compaction method or methods. The soils consultant will supply in writing descriptions of the approved compaction method or methods and their best results to the contractor, Consulting Engineer and Town Engineer within two days after the initial testing. Further testing is to be carried out as outlined above. The written verification is to be supplied to the Town Engineer prior to a request by the Owner for the assumption of any roads within the subdivision and is to cover all the roads contained in the request for assumption. The written verification shall be in the form set out in Schedule "H" attached hereto.

6. *WORK SCHEDULES*

The Owner shall not commence any work or construction on any of the services for this subdivision or part thereof until the Town Engineer has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the Town Engineer, ought to have been included therein, the same shall be carried out by the Owner as though they were included in and form a part of this Agreement. The Owner hereby covenants and agrees that any work required under this Agreement shall not

commence or, having commenced and subsequently halted, deferred or suspended (except overnight or over a weekend) shall not commence again without written notification to the Town Engineer.

The Owner further covenants and agrees that the Town may require the Owner to provide and submit written work schedules for approval to the Town Engineer for any work required directly or indirectly by the Subdivision Agreement. All work for which a schedule is required shall be carried out in accordance with the approved work schedules.

7. *THE OPINION OF THE TOWN ENGINEER*

With respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Owner, and as to whether or not any works or services, in whole or in part, are being or have been constructed, installed, repaired or maintained strictly in accordance with the terms of this Agreement, including Schedule "C" and, where applicable, with the specifications of the Town Engineer, as hereby required, and as to whether any breach or plans, specifications or reasonable requirements of the Town Engineer has occurred or has been remedied, the decision of the Town Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or equity, or before any administrative or other tribunal upon any ground whatsoever, other than upon the ground that the Town Engineer has not acted in good faith in forming or giving its decision, the proof of which shall be and remain upon the party seeking to dispute the decision of the Town Engineer, and wherever in this Agreement work or services are required to be constructed, installed, repaired or maintained within a certain time or in a certain order or in a certain manner, or in conformity with any plans, specifications or other terms, such requirement shall be conclusively deemed to mean so constructed, installed, repaired or maintained as determined and as required and approved by the Town Engineer.

8. *INSURANCE AND INDEMNITY*

The Owner shall obtain and maintain and provide the Town with evidence of third party general liability insurance covering the Ownership of the property described in this Agreement and construction, installation, repair or maintenance of all works and services required herein to be done. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, Owners' and contractors' protective, completed operations, contingent employers' liability, cross liability and severability of interest clauses. Further, such insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the Town and County as an additional insured with respect to all the Owner's responsibilities relating to this Agreement and shall provide that the above-mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the date of cancellation or expiry.

The Owner shall ensure that on inception of this Agreement and thereafter at least once annually for a period of three (3) years following completion of the work described herein, a certificate of insurance evidencing continuation of coverage described herein shall be sent to the Town. Failure to procure and maintain said insurance shall constitute a default under this Agreement. The Owner agrees that it shall indemnify and save harmless the Town and County of and from all loss, costs, charges and expenses of every nature and kind whatsoever which the Town and County may incur, be put to or have to pay, by reason of or on account of the Ownership, construction, use, existence, or maintenance of the property described herein or by the exercise of the Owner's powers under this Agreement or by reason of

the neglect of the Owner or its employees, servants, agents, contractors, subcontractors or others the Owner is responsible for at law in exercising its said powers, or by reason of the works and services whether or not the same shall be required to be done under the terms of this Agreement and including (without limiting the generality of the foregoing) the alteration of any grade or existing level of construction, maintenance or repair of any street, or by reason of failure, neglect or omission of the Owner to do anything herein agreed to be done or by reason of any act or commission or default or omission of the Owner save and except for any claims, demands, actions and causes of action arising as a result of a negligent act or omission of the Town or those for whom the Town is in law responsible.

9. *INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS*

9.1 NO BUILDING PERMITS TO BE APPLIED FOR UNTIL...

The Owner covenants that no building permit will be applied for (other than any permit which may be required for the construction of the works and services hereinafter described) and no person shall be entitled to a building permit with respect to any Lot upon the said plan of subdivision until with regard to the services in respect thereof there exists a Certificate of Substantial Completion, except as hereinafter provided. If, in the opinion of the Town Engineer, or upon certification by an independent registered Professional Engineer, Lots are serviced with:

- a) a storm sewer and/or LID connected to an approved outlet;
- b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- c) approved water main and water service connection including fire hydrants;
- d) approved electrical connections;
- e) catch basins and connections;
- f) reasonable road surface to handle fire and emergency vehicles to meet the requirements of the Ontario Building Code;
- g) temporary street signs;
- h) subdivision and Block identification signs;

and provided that the Owner has complied with the Town's subdivision performance security policy which may be in effect from time to time; and provided also that the Owner shall not then be in default under any term of this Agreement, the Town Engineer may issue a certificate of Substantial Completion in respect of such services, excepting only that any Block not having been serviced with a water service connection from an abutting water main, will not delay the issuance of the said certificate of Substantial Completion.

And the Owner covenants and agrees, and undertakes to notify, in writing, any purchaser of a Lot on the said plan of subdivision from the Owner, that the Town may refuse any application for a building permit if made before such works and services have been constructed and installed for the benefit of the Lot in respect of which a permit is sought, and no proceedings to compel the Town or its officers or employees to issue any building permit shall be taken until the said works and services have been constructed and installed as aforesaid. The issuance of a building permit with respect to any particular Lots shall not be deemed an admission by the Town that the services to such Lot have been satisfactorily completed. Notwithstanding the requirement for curb and gutter to be installed prior to the issuing of a building permit, the Town, subject to all other conditions having been met, may issue a building permit or permits provided that the Owner shall certify that it has supplied in writing, to the builder or Owner of the property, all the necessary respective elevations and grades as shown on the approved

Lot grading plan and street profile. Failure on the part of the Owner to notify, in writing, any purchaser from the Owner, shall be deemed to be a default of the Owner under this Agreement. No occupancy of any building shall take place until there has been constructed within the street allowance adjacent to that building, the following:

- a) a storm sewer and/or LID connected to an approved outlet;
- b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- c) approved water main and water service connection including fire hydrants;
- d) approved electrical supply to the dwelling;
- e) lighting & heating systems to be complete and operational;
- f) catch basins and connections;
- g) LID's and connections;
- h) base asphalt, subject to timing;
- i) temporary street signs;
- j) subdivision and Block identification signs.

Any purchaser of a Lot or Block in the said plan of subdivision shall be subject to the restrictions and conditions of this paragraph limiting the right to obtain a building permit or the right to compel the issuance thereof.

The Owner agrees that if, during the building or constructing of all buildings or works and services within this subdivision, any deposits of organic materials or refuse are encountered, these deposits must be reported to the Town Engineer immediately, and if required by the Engineering Services, the Owner/contractor will, at its expense, retain a Consulting Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the Town Engineer. Should the report indicate the presence of methane gas then all of the recommendations of the engineer contained in any such report submitted to the Town Engineer shall be implemented and carried out under the supervision of the Consulting Engineer, to the satisfaction of the Town Engineer and at the expense of the Owner/contractor, before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to the approval of the Town Engineer for review for the duration of the approved program. If a permanent venting system or facility is recommended in the report, the Owner further agrees to register against the title of each affected Lot and Block and include in the agreement of sale for the conveyance or transfer of each of the affected Lots and Blocks, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the Owners of the subject Lots and Blocks must have the required system or facility designed, constructed and monitored to the specifications of the Town Engineer, and that the Owner must maintain the installed system or facilities in perpetuity at no cost to the Town. The report shall also include measures to control the migration of any methane gas to abutting lands outside the Plan.

Prior to the issuance of a Certificate of Substantial Completion, the Owner shall have its Consulting Engineer carry out the following to the satisfaction of the Town Engineer and at no cost to the Town in order to verify that no deficiencies exist in the storm, LID's and sanitary sewers constructed to serve this Plan:

- a) Provide a copy of the video inspection of all sanitary sewer systems constructed to serve this Plan in a format acceptable to the Town Engineer. The video is to be checked in advance by the Consulting Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected; and

- b) Conduct deflection testing by pulling a suitable mandrel through the pipe not sooner than 30 days after the completion of backfilling, all in accordance with Ontario Provincial Standard Specifications; and
- c) If PVC pipe is used in the construction of sewers and/or watermains for this Plan, the Owner shall provide to the Town a current certificate from the PVC pipe manufacturer as to the pipe used and verifying that the pipe meets the required pipe design specifications.
- d) Provide a copy of all Visual Inspection Reports, Photo/Video documentation, as-built survey, soil testing reports and infiltration testing reports on the LID's based on Certified Protocols Document.

9.2 PREMATURE APPLICATION FOR BUILDING PERMITS

Notwithstanding the foregoing restrictions upon the application for building permits and the issuance thereof, up to four (4) building permits in the aggregate may be available to the Owner, or persons claiming title from it, once the Town Engineer has issued his approval of same and any such premature building permit will only be issued before the issuance of the Certificate of Substantial Completion of Works in the following circumstances,

- a) if the applicant for the building permit is the registered owner of the lot for which the permit is sought, or if the registered owner of such lot joins with the applicant for such building permit in the undertaking referred to in b) below, and
- b) if the applicant for the building permit, together with the registered owner of the lot if the registered owner is not the applicant, undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not be given until the Certificate of Substantial Completion of Works is issued by the Town Engineer and, in connection with the undertaking referred to above, the applicant for a premature building permit shall deposit with the Town the sum of THREE THOUSAND (\$3,000.00) DOLLARS for each such application for a building permit which deposit shall be forfeited if there is a breach of the undertaking, which forfeiture shall be in addition to any and all other remedies which may be available to the Town and, if there is no breach of the undertaking the THREE THOUSAND(\$3,000.00) DOLLAR deposit shall be returned to the applicant for the building permit after the issuance of the Certificate of Substantial Completion of Works.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

The Owner shall have its Consulting Engineer provide on-site inspection by a qualified inspector approved by the Town Engineer, of all works and services required by this Agreement that are to be assumed for maintenance by the Town.

When all matters, works, services and things required to be constructed, installed or done by the Owner except as herein before specified, in the opinion of the Town Engineer or on certification of an independent registered Consulting Engineer in accordance with the form of certification shown in Schedule "G" attached hereto have been accomplished strictly in accordance with this Agreement and Schedule "C" and to the specifications and satisfaction of the Town Engineer, the Town Engineer shall issue to the parties hereto a Certificate of Substantial Completion to that effect (Herein called an assumption certificate). The Town will not issue an assumption certificate until the Owner has provided the Town Engineer with:

- a) Final "as-constructed" drawings on paper and electronically on AutoCad, geo-referenced to the current standards of the Town Engineer; and,
- b) A copy of all project diaries of the Consulting Engineer with field measurements/elevations and visual inspections data on the LID's.
- c) A copy of all geotechnical diaries and all technical reports.

Alternatively, if requested by the Owner in writing and agreed to by the Town Engineer, the procedure outlined below may be followed regarding the submission of "as-constructed" drawings:

- a) the Town Engineer shall issue to the Owner an assumption certificate conditional upon the Owner delivering to the Town and County, "as-constructed" drawings within nine months of the date of the assumption certificate. If the Owner fails to produce the required drawings within the nine month period, then the assumption certificate is deemed revoked to the extent that the Owner may be declared in default of this Agreement; and,
- b) the Owner shall provide security in the amount of \$1,500.00 per drawing in the form of cash, certified cheque or letter of credit; and,
- c) the security referred to in (b) above shall be returned to the Owner after it has submitted certified "as-constructed" drawings.

The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the Town Engineer, or on the certification of an independent registered Consulting Engineer, sound engineering practice, for the period of two years after the same are assumed by by-law of the Town. Provided however, that the Town may, at its option, assume any or all of the said works and services at any time, but the Town shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.

Prior to assumption of any works or services by the Town, the Owner shall have its Consulting Engineer certify to the Town that during the two year warranty period all the inspections, testing, surveys and monitoring performed according to the Certified Protocols document indicates that the LID's are in full working order and with an explanation of how any deficiencies were corrected.

In addition, prior to assumption of any works or services by the Town, the Owner shall have its Consulting Engineer certify to the Town in the form as set out in Schedule "K" to this Agreement, regarding each and every Lot and Block in the subdivision that is fully developed or still vacant, bearing the signature and seal of an Ontario Professional Engineer authorized by the Association of Professional Engineers of Ontario or who is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public, that the actual finished elevations and grading of each such Lot and Block generally conform to the accepted subdivision grading plan. Further, the Owner's Professional Engineer's certification must identify all Lots and Blocks under construction at the time of assumption and that they will be final graded in general conformity to the accepted subdivision grading plan upon completion.

The Owner further covenants and agrees to deliver to the Town Engineer a certificate signed by an Ontario Land Surveyor certifying that the survey monumentation shown on the registered plan of subdivision that defines the exterior boundary of the subdivision, the streets, lanes, walkways, street widenings, reserves, park blocks, open space blocks, storm water management blocks, and any other block or parcel of land that has been dedicated or transferred to the Town or that will ultimately be owned by the Town, is either physically in place or appropriately witnessed as a condition precedent to the assumption of the public services by the Town.

Upon the assumption of any of the works or services, the same shall wholly vest in the Town and County without payment therefore, and the Owner shall have no right, title or interest therein. Notwithstanding that the services, or any of them, have been so assumed by the Town and County, the Owner undertakes and guarantees that the work, labour and materials are in compliance with the specifications therein provided and the requirements of the Town Engineer. In default, the Town may carry out any required reconstruction or repair and in default of repayment therefore by the Owner forthwith the Town shall be entitled to resort to the security as provided by Clause 28 and Schedule "E" of this Agreement. If pursuant to this Agreement and in the opinion of the Town Engineer, the Town finds it necessary to enter upon the lands covered by this Agreement to perform any work, including maintenance, which the Owner should have completed, the Town shall be deemed to be acting as agent of the Owner and shall not be deemed to have assumed any work or service by so doing and the cost of such work shall be borne by the Owner; provided, however, that the Town and County may, at its option assume any or all of the said works and services at any time, by the Town and the Town shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a specific by-law assuming such work or service and it is hereby understood and agreed that the passing of any other by-law whether regulating traffic, parking or any other matter affecting lands within the subject Plan of subdivision, shall not be deemed to be a by-law effecting assumption by the Town and County.

11. *RIGHT OF INSPECTION AND DIRECTION*

The parties hereto agree that the Town Engineer and other persons authorized by the Town Engineer for the purpose shall have the right at any time, and from time to time, to enter upon any part of the said subdivision lands and the lands upon which any work or service herein required to be done is being, or has been, constructed, and to make such tests and inspections as it may deem necessary or desirable and to call out and obtain any document, contract, Plan, specification, record or other writing or thing which, in its opinion is desirable for the Town Engineer to obtain in order to facilitate its inspection, and to give direction to the Owner in any matter touching upon the due performance of the work and services herein required to be done. The Town Engineer may require that any or all work shall cease until any breach of plans and specifications of its requirements (of which it shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if it shall deem it necessary to engage technical consultants to assist the Town Engineer in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the Town by the Owner recoverable upon demand. The Owner agrees to ensure that the Consulting Engineer executes and provides to the Town the Agreement attached hereto as Schedule "N".

12. *CONSTRUCTION LIENS*

In the event, from time to time, that any construction lien including a claim for lien by a lien claimant and any certificate of action, all within the meaning of the *Construction Lien Act*, R.S.O. 1990, as amended, shall be registered and shall be preserved or perfected in respect of any works or services constructed, installed, repaired or maintained by or on behalf of the Owner, the Owner after having been given notice by any person or of becoming aware of the existence of any such preserved or perfected construction lien, within the time provided for, and following the procedures set out and prescribed, in the *Construction Lien Act*, R.S.O. 1990, and Ontario Regulation 175/90, shall forthwith discharge (or have vacated) any preserved or perfected claim for lien made in respect of the works and services constructed by the Owner under this Agreement, or against the security Lots held by the Town.

Should any preserved or perfected claim for lien remain outstanding for more than twenty (20) calendar days, the Town may, without notice and without making a declaration that the Owner is in default, or final default, utilize any remedy which would be available to it upon the final default of the Owner. This right shall continue until the Town has been served with evidence satisfactory to it, that all liens have been discharged or vacated.

The Owner shall not be entitled to a release or re-conveyance of any subdivision security until any preserved or perfected claim for lien be discharged and the registration of a claim for lien or a certificate of action, or both, be vacated, to the satisfaction of the Town, and any statutory appeal period has expired.

13. LANDS FOR MUNICIPAL PURPOSES

- a) The Owner covenants and agrees, at its expense, to convey by deed in statutory form, for nominal consideration, absolutely unto the Town or the County as the case may be, in fee simple, free and clear of any encumbrance whatsoever and without condition, those lands more particularly described in Schedule "D" hereto. Upon being conveyed to the Town or County as the case may be, the Owner shall at its sole risk and expense clear the said lands of all debris and trash leaving the same in a state satisfactory to the Town Engineer. Upon such conveyance, the Owner shall cease to have any right, title, claim or obligation in respect of such lands, except as hereinafter provided. Any use of the said lands by the Owner shall be upon the consent of the Town Engineer and subject to any condition it might impose in its sole discretion;
- b) The Owner covenants and agrees, at its expense, to obtain and grant or cause to be granted to the Town and/or County, as required, easements for sewer, water and storm services as described in Schedule "F" hereto, in accordance with Town's standard easement agreement form and satisfactory to the Town Engineer;
- c) The Owner hereby covenants and agrees that with respect to all lands to be conveyed to the Town for security, five (5) percent land dedication or grants of easement, etc., as herein elsewhere provided, the Owner shall prior to the registration of the Plan, deliver or cause to be delivered to the Corporation, an opinion by a solicitor so authorized to practice in Ontario, to the effect that the title to all such lands is good and marketable, free from all encumbrances, liens or charges, save those listed; it being understood that the said opinion shall be addressed to the corporation in consideration of a fee of \$1.00 payable to the solicitor rendering the same, and the Owner hereby further covenants and agrees that any outstanding charges, encumbrances, or liens shall be discharged or otherwise dealt with to the satisfaction of the Town Solicitor prior to or at the time of the registration of the said Plan.

The Owner further covenants and agrees to grade, top soil and seed at a one percent grade or grades approved by the Town Engineer in preparation for use as parkland, the lands outlined in Schedule "D" to this Agreement to be dedicated to the Town in accordance with the provisions of Section 51(25)(a) and Section 51.1 of the *Planning Act*, R.S.O. 1990 (park purposes). All landscaping shall be completed in accordance with the Town's specifications for parkland development, as amended, and to the satisfaction of the Town Engineer. The time for undertaking the said works is to be established by the Town Engineer prior to registration of the plan.

Park drainage and grading plans shall be submitted to the Town Engineer, for approval at the same time as the servicing drawings are submitted to the Town Engineer as required in Section 4 herein.

- d) In instances where cash-in-lieu of parkland is required by the Town the Owner covenants and agrees to pay money in lieu of a conveyance of land for park or other recreational purposes to the prevailing value of the land otherwise required to be conveyed pursuant to the conditions of draft approval.
- e) With respect to any lands being transferred to the Town as dedications or easements, the Owner shall be responsible to ensure that there is no existing fill, contamination or water well(s) on the subject lands. In the event that existing fill, contamination or non-decommissioned well(s) are encountered on the subject lands, the Owner shall remediate the fill or contamination, and/or decommission any wells in accordance with *Ontario Water Resources Act*, R.R.O. 1990, Regulation 903, as specified within this Agreement, and/or all to the satisfaction of the Town Engineer, and at no cost to the Town.
- f) Prior to the County granting final approval of this plan of subdivision, the Owner shall provide copies of all transfer documentation for all land transfers/dedications and easements being conveyed to the Town and the County, for the Town's approval. The Owner further acknowledges that it shall ensure that the registration of all land transfers, dedications and easements shall be registered at the time of the registration, or within thirty days of the registration of the Plan.

14. *OTHER LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE*

The Owner hereby covenants and agrees to supply security to the Town in accordance with Schedule "E" of this Agreement.

15. *EXECUTION OF CONVEYANCES AND EASEMENTS*

Prior to release by the County of the final Plan of subdivision for registration, the Owner shall submit to and have approved by the Town Engineer, a reference plan of sanitary and storm sewer easements for this subdivision and shall submit conveyances of the lands described in Schedules "D", "E" and "F" hereto. Executed conveyances satisfactory in form to the Town Engineer shall be delivered to the Town Clerk and a blank space shall be left in the descriptions for the insertion of the number of the registered Plan when such number had been assigned, and the Owner hereby irrevocably constitutes and appoints the Town Clerk or Town Engineer or Town Solicitor for the time being as its lawful agent and attorney for the purpose of inserting the said number of the registered Plan where required, and for delivering the completed conveyances to the Town and for registering the same at the expense of the Owner.

16. *AREAS SET ASIDE FOR SCHOOL SITES*

- a) On the recommendation of the Planning Committee in consultation with the Board(s) of Education, the Owner shall set aside an area or areas as a site or sites for school purposes to be held subject to the rights and requirements of the Boards of Education and the Town as the case may be.

- b) The Boards of Education shall have the right, expiring three years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the Town Engineer or the date on which seventy (70) percent of the dwelling units in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the Town as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two years from the date of giving notice.
- c) The Boards of Education may waive the right to purchase by giving notice to the Owner and the Town as provided elsewhere in this Agreement.
- d) Where the Boards of Education have not exercised the right to purchase or have waived the right to purchase, the Town shall then have the right for a period of two years from the date on which the right to purchase by the Boards of Education expired or was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty days from the date of giving notice.
- e) The Owner agrees that the school blocks shall be: (i) graded to a one percent grade or grades satisfactory to the Town Engineer, the timing for undertaking the said works shall be established by the Town Engineer prior to the registration of the Plan; (ii) top soiled and seeded to the satisfaction of the Town Engineer, the timing for undertaking the said works to be established prior to assumption of the subdivision by the Town.
- f) Where the Owner has been required to improve the site by grading, top-soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.
- g) If and when the Town purchases the site, the Town and the Boards of Education, as the case may be, may establish a policy with respect to the ultimate use or disposition of the site having regard to the requirements of each.

17. *DEFAULT*

Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Owner is in default. Notice of such default shall be given as provided in paragraph 25 hereof, and if the Owner shall not remedy such default within such time, as provided in the notice, the Town may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Clause 25.

18. *REMEDY ON GIVING NOTICE OF DEFAULT*

Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

19. *REMEDIES ON FINAL DEFAULT*

Upon final default of the Owner the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- b) Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;
- c) Retain any sum of money heretofore paid by the Owner, to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- d) Assume any work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefore;
- e) Bring action to compel specific performance of all or any part of this Agreement or for damages;
- f) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Owner's right to re-conveyance of the lands or repayment of monies as set out in Schedule "E" resulting from the final default as herein provided. If the Town shall recover any monies by reason of final default, from or on account of the Owner then the Town's damages shall be reduced by the net actual return from the sale of the said lands described in Schedule "E", and it is expressly agreed that the damages of the Town arising out of final default shall not be less than the net sale value of the said lands.

20. *SEVERANCE OF ULTRA VIRES TERMS*

If any term of this Agreement shall be found to be "ultra vires" of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement "mutatis mutandis" shall be and remain in full force and effect.

21. *PAYMENT OF TOWN'S COSTS*

The Owner shall pay to the Town all reasonable costs of engineering, planning and administrative services incurred by the Town which are directly related to the subdivision.

22. *PAYMENT OF SOLICITORS' COSTS*

The Owner consents to the registration of this Agreement upon the title of the lands within the Plan, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the Town in any way arising out of this Agreement, including the preparation thereof and of other deeds, conveyances, registrations and agreements.

23. *PAYMENT OF RATES, TAXES AND LEVIES*

The Owner hereby covenants and agrees that any outstanding local improvement charges and/or any other municipal charges on the lands contained in Schedule "A" to this Agreement shall be paid, by commutation, and any arrears of taxes on the said lands shall be paid prior to the registration of the plan of subdivision.

The Owner hereby covenants and agrees that the provisions of all general bylaws as amended from time to time, including those pertaining to development charges and other levies, shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.

The Owner agrees that in respect of any lands described in Schedule "E", notwithstanding the provisions of the *Assessment Act*, R.S.O. 1990, and amendments thereto, it will, while title thereto is vested in the Town pay to the Town an amount equal to all municipal taxes, rates, charges and assessments, including local improvements, which would have been assessed and levied if such lands were vested in the Owner, and such amount shall be paid at the time such taxes and rates would have been payable. In the event of final default, the amount to be paid by the Owner shall be pro-rated at the time of final default. Subject to the foregoing, the Owner hereby irrevocably authorizes the Town Clerk to enter the said amount on the Collector's Roll and the Collector to collect the said amount as if it were taxes.

The Owner agrees that interest at the current prime rate available to the Town plus 1% calculated monthly shall be payable by the Owner to the Town on all sums of money payable herein which are not paid on the due dates calculated from such due dates.

24. *ASSIGNMENT*

The Owner shall not assign this Agreement without the consent of the Town.

25. *NOTICE*

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the Town to:

Reeves Land Corporation
95 Young Street
Woodstock, Ontario N4S 3L6

and in the case of notice given by the Owners, addressed to:

The Town Clerk,
130 Oxford Street, 2nd Floor,
Ingersoll, Ontario, N5V 2C5

County Clerk
21 Reeve St PO Box 1614
Woodstock, ON N4S 7Y3

Notice shall conclusively be deemed to have been given on the day that the same is posted. Wherever in this Agreement the Town Engineer is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, it shall be deemed to have done so if it communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman,

superintendent or other servant of the Owner, and if the Town Engineer shall have made such communication orally it shall confirm such communication in writing as soon as conveniently possible.

26. *SUBDIVISION SIGNS*

The Owner hereby covenants and agrees that:

- a) It will erect, or cause to be erected, its entire expense, subdivision identification signs in accordance with the standard by the Town from time to time as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the Town Engineer.
- b) The signs will be maintained at all times in a condition satisfactory to the Town Engineer and will not be removed until 95% of all the subdivision housing units have been built and occupied.
- c) Notwithstanding any other provisions of this Agreement, no building permit application, will be made until such time as the Owner has complied with subsections (a) and (b) of this clause.

27. *OTHER IDENTIFICATION SIGNS*

The Owner hereby covenants and agrees that:

- a) That it will erect, or cause to be erected at its entire expense, individual identification signs and/or warning signs on each Block or Lot with the exception of single and two family Lots in accordance with the Town Engineer of The Corporation of the Town of Ingersoll as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the Town Engineer.
- b) That it will erect, or cause to be erected at its entire expense, signs warning that roads are not yet assumed by the Town and that operators are to use same at their own risk.
- c) The sign(s) shall be placed at locations designated by the Town Engineer. The developer shall purchase the sign(s) from the Town's Engineering Services Department and erect and maintain the sign(s) at all times in a condition satisfactory to the Town Engineer. No sign(s) will be removed until the Town assumes the development. Signs shall be erected in conformance with the Ontario Traffic Manual. The cost of the sign shall be included in "Moneys due the Corporation."
- d) Notwithstanding any other provisions of this Agreement, no building permit application, which includes a permit restricting occupancy, will be made until such time as the Owner has complied with subsections (a) and (b) of this Clause.

28. *GENERAL PROVISIONS*

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these General Provisions.

Performance Security: Installation of Services

- a) Prior to the execution of this Agreement by the Town and/or County, the Owner shall supply performance securities to the Town Treasurer, in the form set out in Schedule "O" or in a form satisfactory to the Town, in the amount which is described in Schedule "E". Such performance security shall remain in full force and effect until said services are accepted by the County and/or Town, as the case may be.

If the Owner provides the performance security in the form of cash or a bank draft, the Town agrees to hold said security in an account established for such purposes only. The Town shall be under no obligation to pay interest on said security.

Any performance security covering the installation of number of the services herein provided for may be reduced, provided however, that such performance security shall not be reduced except in accordance with the following provisions:

At no time prior to final assumption by the Town and/or County shall the performance security be reduced to less than 15% over and above the value of the works not completed.

The performance security shall not be reduced until:

- (i) the completed service or services have been accepted by the Town and/or County, pursuant to the provisions of Section 10 of this agreement; and,
- (ii) the Owner has supplied to the Town Treasurer a maintenance security of ten (10) percent of the actual cost of the said completed service or services for the purposes of guaranteeing the works and services required for this development.

For the purpose of reduction of the performance security, a certificate signed by the Consulting Engineer and counter-signed by the County Director of Public Works or Town Engineer, as the case may be, setting out the progress of the construction and installation of the services shall be conclusive evidence that the services have been completed. The Director of Public Works and/or the Town Engineer, as the case may be, shall not counter-sign such certificate until satisfied that the services have been installed in accordance with all requirements of this Agreement.

For the purpose of reduction of the performance security, a certificate signed by the Town Engineer and/or Town Treasurer, as the case may be, that a maintenance security has been provided for any service or services referred to in the certificate set out in Section 10 shall be conclusive that such maintenance security has been provided.

The performance security shall not be released by the Town, as the case may be, until all services herein provided for have been accepted by the Town and/or County and the maintenance security required under Section 10 has been provided for all services.

- b) The Owner hereby agrees that notwithstanding any of the provisions herein, the Owner is subject to all by-laws of the Town. The Owner further agrees that in the event of a conflict between the provisions of this Agreement and the provisions of any by-law of the Town, the provisions of the by-law prevail.
- c) The Owner agrees that this Agreement does not relieve the Owner of any requirements to obtain all permits, certificates, or approvals, necessary to complete the work outlined in this Agreement.
- d) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall notify the Town Engineer in writing of the Professional Engineer the Owner has appointed to carry out the requirements stated herein.

The Owner further agrees to notify the Town Engineer in writing of all changes to this appointment.

- e) The Owner shall have its Consulting Engineer determine the need for an Environmental Assessment under the Class EA requirements for the provision of any works and/or services related to this Plan. The Owner further agrees that no construction involving installation of works and/or services requiring an Environmental Assessment is to commence prior to fulfilling the obligations and requirements of the Province of Ontario's *Environmental Assessment Act*.
- f) The Owner hereby acknowledges that the Town will limit the number and location of Lots and Blocks in this Plan to be issued building permits should the Owner develop this Plan in stages.

To this effect and prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall submit to the Town Engineer for approval, a schedule of constructing the proposed staged development including the streets and proposed lots to be constructed in each stage.

The Owner shall satisfy the following matters to the specifications of the Town Engineer, prior to the application being made for any building permits for Lots and Blocks in each stage of development, as approved by the Town Engineer and at no cost to the Town:

- (i) construct a minimum of one (1) access road to at least a granular 'B' road condition between the approved staged area and one or more existing Town streets in order to provide primary and secondary emergency access routes to the Lots and Blocks in the approved staged areas. Should one or more of these access roads not be located on a road allowance in this Plan, then the Owner will be required to deed to the Town an adequate right-of-way over each of the said access roads to the specifications of the Town Engineer and at no cost to the Town, prior to any building permits being issued in the approved staged area. The Town agrees to release each of the aforementioned rights-of-way after the Town Engineer determines that they are no longer required for emergency access purposes;
 - (ii) submit flow design calculations prepared by its Consulting Engineer of the proposed looped and unlooped watermain systems to service the approved staged area to the Town Engineer for review and approval; and,
 - (iii) construct the looped and unlooped watermain systems as approved by the Town Engineer to the extent where the watermains are operational and adequate fire flows are proven to be available to the satisfaction of the Town Engineer; and,
 - (iv) construct a temporary turning circle to Town standards where a dead-end street in the approved staged area is greater than 45 metres (150 feet) long; and,
 - (v) restrict construction traffic to and from this subdivision to designated streets, and if necessary place barricades as required to restrict construction traffic, such that no construction traffic to and from this subdivision will utilize existing streets adjacent to this Plan, except as approved otherwise by the Town Engineer.
- g) In the event base asphalt has not been installed on any street in this Plan where buildings are occupied, the Owner shall provide garbage services for the occupants of those buildings at no expense to the Town, at the minimum to

Town standards and legislative requirements, until such time as base asphalt is installed and the Town assumes responsibility for garbage collection.

- h) The Owner shall construct barricades, as required, at the limits of dead-end streets within this Plan, to the specifications of the Town Engineer. The barricades are to be installed at the same time as the placement of the granular 'B' on the subject street.
- i) Prior to the issuance of a Certificate of Substantial Completion, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the Town.
- j) The Owner shall have its Consulting Engineer include confirmation on the Final Grading Certificate that the sidewalk fronting or abutting the subject Lot is complete.
- k) Should a conflict occur between the location of a driveway and the location of a curb inlet catchbasin ("CICB"), then the Owner shall correct the conflict by either relocating the driveway, except when a parking plan governs, or replacing the CICB with a double catchbasin in the same location as the original CICB, all to the specifications of the Town Engineer and at no cost to the Town.
- l) The Owner shall ensure that increased and accelerated storm water runoff from this subdivision shall not cause damage to downstream lands, properties or structures beyond the limits of this subdivision, and notwithstanding anything in this Agreement to the contrary, or any requirements of the Town, or any approval given by the Town Engineer, the indemnity provided by Clause 8. of Part 1 – General Provisions of this Agreement shall apply to any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision.
- m) The Owner hereby agrees to promote the implementation of stormwater management ("SWM") Best Management Practices ("BMP's") within this Plan in accordance with the Storm Water Management Strategy Study dated February 2007 and passed by Resolution of Town Council as C07-03-068 on March 12, 2007 and to the satisfaction of the Town Engineer. The acceptance of these measures by the Town will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the Town Engineer.
- n) The Owner shall have a report prepared by a qualified consultant, and if necessary a detailed hydrogeological investigation carried out by a qualified consultant, to determine the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area, to the satisfaction of the Town Engineer. If necessary, the report is to also address any contamination impacts that may be anticipated or experienced as a result of the said construction. Any recommendations outlined in the report are to be reviewed and approved by the Town Engineer, prior to any work on site. Should any remedial works be recommended in the report, the Owner shall complete these works to the satisfaction of the Town, at no cost to the Town.
- o) It is hereby recognized that existing vegetation and/or existing wells in the area of this Plan may be dependent on the existing groundwater conditions in and

adjacent to this Plan. To this effect, the Owner shall implement sufficient short-term measures, such as following proper dewatering procedures, and long-term measures, in accordance with recommendations of its Consulting Engineer, prior to and during the regrading and construction of services and structures within this Plan, to ensure that the existing hydrogeological regime within and adjacent to this Plan will not be adversely affected, all to the satisfaction of the Town Engineer and at no cost to the Town.

- p) The Owner shall decommission and permanently cap any abandoned wells located in this Plan, in accordance with *Ontario Water Resources Act*, R.R.O. 1990, Regulation 903, including the delivery of a well abandonment record to the County Public Works Department. It is the responsibility of the Owner to determine if any abandoned wells that exist in this Plan and further shall file the necessary documents with the Ministry of Environment and the County indicating proper decommissioning has occurred.

In the event that an existing well located in this Plan is kept in service, the Town accepts no responsibility for the well, and makes no assertion, implied or otherwise, about the quantity or quality of water available in the well. Further, the Owner of the well accepts all responsibility for protecting the well and the underlying aquifer from any development activity.

- q) The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in Provincial Standards. These measures are to be approved by the Town Engineer and installed prior to commencing any construction on this subdivision, and are to remain in place until construction as required under this agreement has been completed to the specifications of the Town Engineer. The Owner shall have its Consulting engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the Town Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The monitoring reports are to be submitted to the Town Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are assumed by the Town.
- r) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall have its Consulting Engineer certify to the Town in the form as set out in Schedule 'J' to this Agreement, that the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site, where applicable, or were installed immediately upon completion of construction of the works for which these control measures were designed, where applicable, all as recommended by the Owner's Consulting Engineer and as specified on the drawings accepted by the Town Engineer for construction. Further, the Owner's Consulting Engineer's certification must confirm that the required erosion and sediment control measures were maintained and operating as intended, in accordance Provincial Guidelines and to the satisfaction of the Town Engineer during construction as required under this Agreement. If construction within this Plan is completed in phases, certification from the Owner's Consulting Engineer as specified in this clause above must be provided to the Town to cover each individual construction phase.
- s) The Owner agrees that any easements to be transferred to the Town in conjunction with this Agreement shall conform to the wording attached as

Schedules 'L' and 'M' to this Agreement, or as specifically approved otherwise by the Town Engineer in writing.

- t) Prior to the issuance of a Certificate of Substantial Completion for this Plan, the Owner shall enter into a contract with the Town to have the Town undertake winter roadway maintenance of all unassumed roads in this Plan. The winter maintenance will be undertaken at the Owner's expense at standard yearly Town rates and in accordance with the Town's minimum maintenance standards, and will commence no later than two years following the issuance of the Certificate of Substantial Completion for the road(s). Further, the Owner shall ensure that the subject road(s) has been constructed to a standard suitable for winter roadway maintenance by the Town, including installation of base asphalt and curb & gutter, construction of any necessary turnarounds or road connections, installation of maintenance hole covers and valves flush with the base asphalt, catchbasins padded and street name signs installed, all to the specifications of the Town Engineer and at no cost to the Town.

The Owner acknowledges that, in any circumstances not covered by a Town contract, winter roadway maintenance of unassumed roads required herein is the responsibility of the Owner in accordance with the Part 1 – General Provisions herein.

The Owner further acknowledges that winter maintenance of unassumed sidewalks required herein is the responsibility of the Owner, in accordance with the Part 1 – General Provisions herein.

- u) The Owner hereby agrees that the Town will assume each street in this subdivision when the following are completed to the satisfaction of the Town Engineer:
- (i) All works and services required on the street to be assumed, including all sanitary private drain connections and water services, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots and Blocks in this Plan;
 - (ii) Where the Town has taken Lots or Blocks as security, or, as otherwise determined in the discretion of the Town and County, either ten (10) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy (70) percent of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the Town Engineer; and
 - (iii) The works, services and roads requested for assumption connect to already assumed works, services and roads.
- v) The Owner hereby agrees that once construction of private services, i.e. sanitary private drain connections and water services, to service the Lots and Blocks in this Plan is completed and any subsequent relotting of the Plan is undertaken, then all previously installed services must be reconstructed in accordance with the approved final Lot layout and approved revised servicing drawings, all to the specifications of the Town Engineer and at no cost to the Town.

PART II – SPECIAL PROVISIONS

29. UNIQUE CONDITIONS

- a) A 0.3m (1-foot) road reserve block be established across the western limit of Cash Crescent at Whiting Street; and across the northerly limit of Cash Crescent at Lots 21 and 64 and the northerly limit of Block 86 abutting Clark Road.
- b) The Owner agrees in writing to satisfy all requirements, financial and otherwise, of the Town of Ingersoll and the County of Oxford regarding the construction of roads, installation of services and drainage facilities, and other matters pertaining to the development of the subdivision on the subject property.
- c) The Owner agrees in writing to satisfy all the requirements of the Erie Thames Powerlines Corporation regarding the installation of the electrical distribution system and any other matters pertaining to the development of the subdivision.
- d) The development shall be phased to the satisfaction of the Town of Ingersoll and the County of Oxford.
- e) Prior to the approval of the final plan by the County of Oxford, all lots and blocks shall conform to the zoning requirements of the Town of Ingersoll Zoning By-Law Certification of lot areas, lot frontages, and lot depths shall be obtained from an Ontario Land Surveyor retained by the developer.
- f) Prior to the approval of the final plan by the County of Oxford, or for any phase of development, the owner shall secure confirmation from the County Public Works Department that sufficient capacity exists in the municipal water and sewage systems to service the plan of subdivision.
- g) The Owner shall make provision for the assumption and operation by the County of Oxford of the water distribution system and sewage collection system within the draft plan, subject to the approval of the County of Oxford Public Works Department.
- h) All 0.3m metre (1-foot) reserves shall be dedicated to the appropriate authority, free of all costs and encumbrances.
- i) All walkway and service corridor blocks shall be dedicated to the Town of Ingersoll, free of all costs and encumbrances, and constructed to the specifications of the Town Engineer.
- j) Prior to the approval of the final plan by the County of Oxford, such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
- k) The road allowances included in the draft plan shall be dedicated as public highways.
- l) The streets included in the draft plan shall be named to the satisfaction of the Town.
- m) That sidewalk be established along one side of all new local streets (Cash

Crescent, Reeves Road and Whiting Street) and to the specifications of the Town of Ingersoll.

- n) The Owner shall submit a soils report, as prepared by a qualified geotechnical Engineer and to the satisfaction of the Town of Ingersoll, regarding the proper installation of sewers and watermains, as well as reviewing the road base and asphalt thickness and will also have regard to the soil conditions for the construction of dwellings.
- o) Prior to the registration of Phase 3, or prior to the issuance of the 41st building permit for single detached dwellings, the Owner agrees to construct a second road access on the Whiting Street road allowance, owned by the Town of Ingersoll, to the satisfaction of the Town of Ingersoll.
- p) This subdivision development shall be subject to Oxford County Water and Wastewater Capacity Allocation Protocol. The maximum number of units to be allocated water and wastewater capacity at one time will be 50 residential units. Additional capacity may be applied for once building permits have been issued for new dwelling units in the current allocation.
- q) The Owner shall agree to prepare, and submit for the approval of Oxford County Public Works, detailed servicing plans designed in accordance with Oxford County Design Guidelines.
- v) The Owner shall include a provision in all offers of purchase and sale, advising prospective purchasers:
 - (i) that the home/business mail delivery will be from a designated Centralized Mail Box;
 - (ii) that the Owners will be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
- w) The Owner agrees to:
 - (i) Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
 - (ii) Install a concrete pad in accordance with the requirements of, and in locations to be approved by, Canada Post to facilitate the placement of Community Mail Boxes.
 - (iii) Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
 - (iv) Determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
- x) Prior to the approval of the final plan by the County of Oxford, the Owner shall inform all Purchasers of residential lots by including a condition in all Purchase and Sale and/or Lease Agreements stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.

- y) Prior to the approval of the final plan by the County of Oxford, the Owner shall agree in writing to satisfy the requirements of Union Gas that the owner/developer provide Union Gas Limited with the necessary easements and/or agreements required for the provision of gas services, in a form satisfactory to Union Gas Limited.
- z) The Owner and all future owners of properties shall include the following environmental warning clause in all purchase and sale agreements:
- o *“Purchasers are advised that dust, odour and other emissions from agricultural activities conducted in the periphery of Ingersoll may be of concern and many interfere with some residential activities.”*
 - o *“Purchasers are advised that intermittent blasting, noise and vibration from limestone open pit mining and accessory operations conducted in the periphery of the Town of Ingersoll may be evident and may occasionally interfere with some residential activities.”*
 - o *Purchasers are advised of the traffic noise issues and presence of surrounding commercial/industrial uses.*
 - o *The stormwater management system(which includes the LID’s) has been approved for the subdivision and as a result there shall be registered on title a clause which prevents the alteration of the grading without approval from the Town’s Engineer.*
- aa) The Owner agrees in writing to satisfy all the requirements, financial and otherwise, including payment of applicable development charges, of the County of Oxford regarding the installation of the water distribution system, the installation of the sanitary sewer system, and other matters pertaining to the development of the subdivision.
- bb) The land for parkland purposes be dedicated in accordance with the provisions of the Planning Act, in a form, location and condition satisfactory to the Town of Ingersoll.
- cc) The Owner agrees to provide certification from HGC Engineering that prior to the issuance of any building permits for this development, that the noise control measures recommended through the Noise Feasibility Study, dated April 2017, have been properly incorporated.
- dd) Prior to the assumption of the subdivision, the Owner will provide certification from HGC Engineering that all noise control measures have been properly installed and constructed.
- ee) Prior to the approval of the final plan by the County of Oxford, the Owner shall implement the recommendations of the Noise Feasibility Study, prepared by HGC Engineering Limited, to the satisfaction of the Town of Ingersoll.
- ff) Prior to the final approval by the County of Oxford, the Owner shall submit an archaeological assessment of the subject property and mitigate, through preservation or resources removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the acceptance of the archaeological assessment by the Ministry of Culture and confirmation by the Ministry that all archaeological resource concerns have met licensing and resource conservation requirements.

gg) That the Owner shall complete to the satisfaction of the Upper Thames River Conservation Authority and the Town of Ingersoll that all appropriate recommendations from a forthcoming EIS be implemented prior to the servicing of Phase III which will include a hydrogeological report for the existing pond on the property, biologic inventory of the existing pond, and a geotechnical report.

hh) The Owner shall establish adequate fencing at the rear yard boundaries of Lots 13 to 20, 21 to 40 inclusive, to separate the rear yards from the backyard LID's and/or existing properties. The minimum 1.5 metre (5 ft.) in height black chainlink fence with be not less than 12 gauge is to be fully installed on the subject subdivision property with no gate access to other properties.

ii) The Owner shall include a provision in all offers of purchase and sale, advising prospective purchasers that due to the substandard width of Whiting Street and the boulevard LID's in Cash Crescent and Reeves Road both sides of all streets shall be signed "No Parking" at no cost to the Town.

30. ZONING

The Owner hereby covenants and agrees to consent, and hereby consents, to the passage of a by-law of the Town of Ingersoll pursuant to Section 34 of the Planning Act, R.S.O. 1990, restricting the lands outlined in Schedule "B" attached hereto, to uses appropriate to the nature of the Plan and satisfactory to the Town.

31. CONDITIONS IMPOSED BY THE COUNTY

The Owner, Town and County irrevocably agree that all conditions and requirements herein contained have been imposed by the County prior to registration of the Plan as a condition of its approval of the plan of subdivision, and the Owner irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

IN THIS AGREEMENT the singular shall include the plural and the neuter shall include the masculine or feminine as the context may require, and if there are more than one Owner the covenants of such Owner shall be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers, and any party not a corporation has hereunto set his or her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

)**THE CORPORATION OF THE TOWN OF**
)**JINGERSOLL**

)
) _____
) Mayor – Edward (Ted) Comiskey
)
) _____
) Clerk- Michael Graves
)

)
)**THE COUNTY OF OXFORD**

)
) _____
)Per: Peter M. Crockett, P. Eng.
)CAO
)
) _____
)Per: Gordon K. Hough, Director
)Community and Strategic Planning
)

)**REEVES LAND CORPORATION**

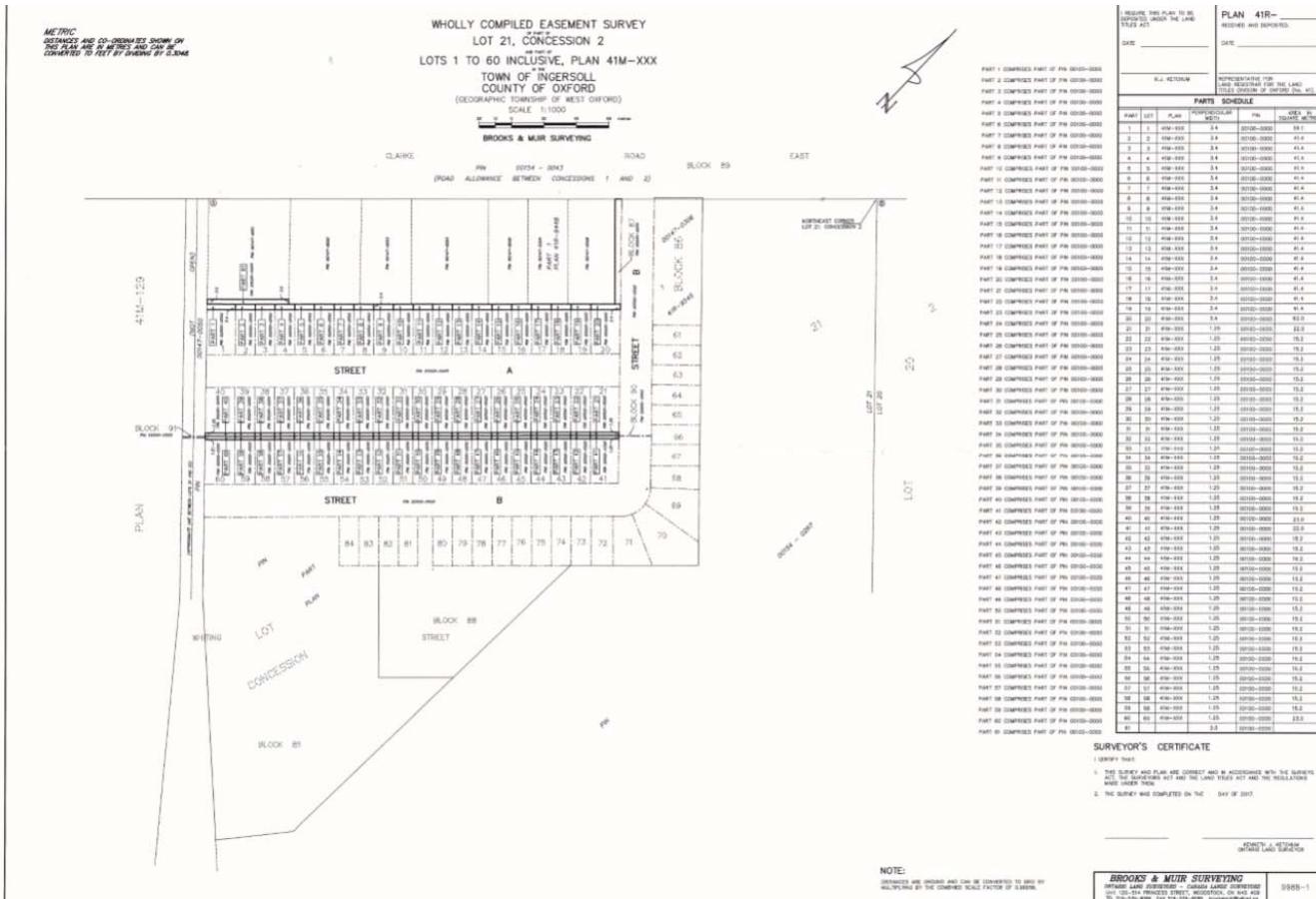
)
) _____
)Per
)
) _____
)Per
)I/We have authority to bind the corporation

AGREEMENT SCHEDULES

SCHEDULE "A" - DESCRIPTION OF PROPERTY

This is Schedule "A" to the Subdivision Agreement dated this ____ day of _____, 2018 between The Corporation of the Town of Ingersoll and the County of Oxford and the Owner to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on all of Part of Lot 21, Concession 2, West Oxford designated as PART 1 on Plan 41R-9545, in the Town of Ingersoll. The lands are located on the south side of Clarke Road, east of Whiting Street, in the south-western area of Ingersoll.



Reeves Land Corp.
Golf Estates
Agreement: SB 17-02-6
Date: July 31, 2018

SCHEDULE "C" – SPECIAL WORKS AND SERVICES

This is Schedule 'C' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford, and the Owner to which it is attached and forms a part.

The following drawings shall apply to the construction of services and the grading provided for in this agreement:

Stage 1

Project 152355

Drawing # 1 of 24	Notes and Legend
Drawing # 2 of 24	Master Plan of Services
Drawing # 3 of 24	Removals and Sediment Control
Drawing # 4 of 24	Grading Plan
Drawing # 5 of 24	Drainage Areas - Sanitary
Drawing # 6 of 24	Design Sheet - Sanitary
Drawing # 7 of 24	Drainage Plan - Storm
Drawing # 8 of 24	Design Sheet - Storm
Drawing # 9 of 24	Watermain Plan
Drawing # 10 of 24	Whiting Street – Clark Road to Reeves Road
Drawing # 11 of 24	Whiting Street – Reeves Road to East of Cash Crescent
Drawing # 12 of 24	Cash Crescent – East of Whiting St to South of Reeves Rd
Drawing # 13 of 24	Cash Crescent – South of Reeves Road to Clark Road
Drawing # 14 of 24	Reeves Road – Whiting Street to 200 m East
Drawing # 15 of 24	Reeves Road – 200 m East of Whiting Street to Cash Cres
Drawing # 16 of 24	Outlet Swale
Drawing # 17 of 24	Cash Crescent Rain Gardens
Drawing # 18 of 24	Cash Crescent Rain Gardens
Drawing # 19 of 24	Cash Cres and Reeves Road Rear Yard Rain Gardens
Drawing # 20 of 24	Reeves Road Rain Gardens
Drawing # 21 of 24	Reeves Road Rain Gardens
Drawing # 22 of 24	Cash Cres & Reeves Road Rear Yard Rain Gardens
	40 Clark Road Rear Yard Easement
Drawing # 23 of 24	Typical Sections
Drawing # 24 of 24	Miscellaneous Details

All Drawings to be prepared by Dillon Consulting

The Corporation of the Town of Ingersoll – Minimum Residential Standard Drawing S-14. Supplied by the Town's Engineering Department

Ontario Provincial Standard Drawings

OPSD 216.021 (2008)	Subdrain Pipe and Outlet Details
OPSD 219.100 (2015)	Light Duty Straw Bale Barrier
OPSD 219.110 (2015)	Light Duty Silt Fence Barrier
OPSD 219.130 (2015)	Heavy Duty Silt Fence Barrier
OPSD 310.010 (2015)	Concrete Sidewalk
OPSD 310.020 (2015)	Concrete Sidewalk Adjacent to Curb and Gutter
OPSD 310.030 (2015)	Concrete Sidewalk Ramps at Intersections
OPSD 310.040 (2015)	Utility Isolation in Sidewalks
OPSD 310.050 (2015)	Sidewalk Driveway Entrance Details
OPSD 351.010 (2009)	Urban Residential Entrance

OPSD 400.110 (2013)	Catch basin Square Frame with Square Overflow Type Flat Grate, Perforated Openings
OPSD 401.010 (2013)	Maintenance Hole Square Frame with Circular Closed or Open Cover
OPSD 404.020 (2013)	Aluminum Safety Platform for Circular Maintenance Holes
OPSD 405.020 (2013)	Maintenance Hole Steps – Solid
OPSD 600.040 (2012)	Concrete Barrier Curb with Standard Gutter
OPSD 600.100 (2012)	Concrete Mountable Curb with Narrow Gutter
OPSD 701.010 (2014)	Precast Concrete Maintenance Hole 1200 mm.
OPSD 701.011 (2014)	Precast Concrete Maintenance Hole 1500 mm.
OPSD 701.013 (2014)	Precast Concrete Maintenance Hole 2400 mm.
OPSD 701.014 (2014)	Precast Concrete Maintenance Hole 3000 mm.
OPSD 701.021 (2014)	Maintenance Hole Benching and Pipe Opening Details
OPSD 701.030 (2014)	Precast Concrete Maintenance Hole Comp. 1200mm Tapered Top and Flat Cap.
OPSD 701.040 (2014)	Precast Concrete Maintenance Hole Comp. 1500mm Transition Cone and Slabs.
OPSD 701.041 (2014)	Precast Concrete Maintenance Hole Comp. 1500mm Risers and Bases.
OPSD 701.060 (2014)	Precast Concrete Maintenance Hole Comp. 2400mm Transition Cone and Slabs.
OPSD 701.061 (2014)	Precast Concrete Maintenance Hole Comp. 2400mm Risers and Bases.
OPSD 701.070 (2014)	Precast Concrete Maintenance Hole Comp. 3000mm Transition Cone and Slabs.
OPSD 701.071 (2014)	Precast Concrete Maintenance Hole Comp. 3000mm Risers and Bases.
OPSD 704.010 (2014)	Precast Concrete Adjustment Units for Maintenance Holes, Catch Basins etc.
OPSD 704.011(2008)	High Density Polyethylene Adjustment Units for Maintenance Holes, Catch Basins etc.
OPSD 705.010 (2014)	Precast Concrete Catch Basin - 600 x 600mm.
OPSD 705.020 (2014)	Precast Concrete Twin Inlet Catch Basin
OPSD 708.020 (2016)	Support for Pipe at Catch Basin or Maint. Hole
OPSD 708.030 (2016)	Catch Basin Connection - Flexible Pipe
OPSD 809.010 (2013)	Perforated Pipe Sub-Drain Connection etc.
OPSD 1003.010 (2016)	Maintenance Hole Drop Structure using Tee
OPSD 1003.020 (2016)	Maintenance Hole Drop Structure using Wye
OPSD 1006.010 (2016)	Sewer Service Connections for Rigid Pipe
OPSD 1104.010 (2013)	Water Service Connection Detail 20 and 25mm Diameter Sizes
OPSD 1104.030 (2013)	Blow Off Installation 25mm
OPSD 1105.010 (2013)	Hydrant Installation (revised by Town of Ingersoll)

Ontario Provincial Standard Specifications

OPSS 102 (1992)	Weighing of Materials
OPSS 127 (2015)	Schedule of Rental Rates (to be revised prior to contract award)
OPSS 128 (2006)	Supply of Pre-Qualified Material and Products
OPSS 180 (2011)	Management and Disposal of Excess Material
OPSS 201 (2011)	Clearing, Close Clearing, Grubbing etc.
OPSS 206 MUNI (2013)	Grading
OPSS 310 (2012)	Hot Mix Asphalt
OPSS.313 PROV (2016)	Hot Mix Asphalt – End Result
OPSS 314 MUNI (2016)	Untreated Granular Subbase, Base etc.
OPSS 351 (2015)	Concrete Sidewalk

OPSS 353 MUNI	(2016) Concrete Curb and Gutter Systems
OPSS 401 MUNI	(2015) Trenching, Backfilling and Compaction
OPSS 402 MUNI	(2016) Excavating, Backfilling and Compacting for Maintenance Holes, Catchbasins etc.
OPSS 405 (2009)	Pipe Subdrains
OPSS 407 (2015)	Maint. Holes, Catch Basins, etc. Installation
OPSS 409 (2013)	Closed Circuit Television Inspection of Pipe
OPSS 410 (2013)	Pipe Sewer Installation Open Cut
OPSS 412 (2012)	Sewage Forcemain Installation Open Cut
OPSS 441 MUNI	(2016) Water Main Installation in Open Cut
OPSS 501 MUNI	(2014) Compacting
OPSS 506 (2013)	Dust Suppressants
OPSS 517 MUNI	(2016) Dewatering of Pipeline, Utility & Associated Structure Excavation
OPSS 518 MUNI	(2016) Control of Water from Dewatering Operations
OPSS 603 (2015)	Installation of Ducts
OPSS 706 MUNI	(2016) Traffic Control Signing
OPSS 772 (2012)	Chain Link Fence
OPSS 802 (2010)	Topsoil
OPSS 803 (2015)	Sodding
OPSS 804 MUNI	(2014) Seed and Cover
OPSS 805 (2015)	Temporary Erosion and Sediment Control Measures
OPSS 1001 (2013)	Aggregates - General
OPSS 1002 MUNI	(2013) Aggregates - Concrete
OPSS 1003 MUNI	(2013) Aggregates – Hot Mix Asphalt
OPSS 1010 MUNI	(2013) Aggregates – Base, Subbase, Select Subgrade, and Backfill Material
OPSS 1101 MUNI	Material Specification for Performance Graded Asphalt Cement
OPSS 1150 (2010)	Hot Mix Asphalt
OPSS .1151 MUNI	(2006) Superpave and Stone Mastic Asphalt Mixtures
OPSS 1315 (2008)	White Pigmented Membrane Curing Compounds for Concrete
OPSS.1350 MUNI	(2014) Concrete – Materials and Production
OPSS 1351 (2014)	Precast Reinforced Concrete Components for Maintenance Holes, Catch Basins etc.
OPSS 1541 (2012)	Chain-Link Fence Components
OPSS 1841 (2015)	Non-Pressure Polyvinyl Chloride (PVC) Pipe Products
OPSS 1850 (2013)	Frames, Grates, Covers and Gratings
OPSS 1854 (2014)	High Density Polyethylene Adjustment Units for Maintenance Holes, Catch Basins etc.

The County of Oxford Specifications

Reference: *The County of Oxford Design Guidelines and Supplemental Specifications for Municipal Services*, revised October 2017.

Note:

- For details, please refer to the County of Oxford design guidelines and specifications document listed above.
- Specified parts may be substituted upon approval by the County of Oxford.
- All material required for chlorination and testing of the watermain shall be supplied by the contractor.
- All testing must be inspected by the County of Oxford Certified field inspector.
- All watermains and appurtenances shall be installed to the County's current and/or revised specifications as supplied to the developer.

The Town of Ingersoll Specifications

Reference: *The Town of Ingersoll Design Guidelines and Specifications for Municipal Work, Draft 2018*

SCHEDULE "D" - LANDS TO BE CONVEYED TO TOWN

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2018 between the Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

Prior to the County granting final approval of this Plan, the Owner shall transfer to the Town, all external lands as prescribed herein.

Furthermore, within thirty days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the Town.

LANDS TO BE CONVEYED TO THE TOWN OF INGERSOLL:

Plan 41M-XXX Plan of Subdivision by Brooks & Muir surveying

0.3 metre (one foot) reserves: Block 89, Block 90 and Block 91

Road Widening (Dedicated on face of plan): NIL

Walkways: Part of Block 88

5% Parkland Dedication: - Block 88

Dedication of land for Parks in excess of 5%: NIL

Stormwater Management: Block 87

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: NIL

LANDS TO BE HELD IN TRUST BY THE Town:

SCHEDULE "E" - SECURITIES ITEMIZED

This is Schedule 'E' to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

The cost to install hydro is not included in this agreement but has been paid to The Town. Arrangements between the developer and The Town (or other Electrical Distribution Company) have been made to install all underground services. Verification of payment for hydro installation shall be provided to the Town.

The total value of security to be supplied to the Town is as follows:

Letter of Credit Portion:	\$269,143.39
TOTAL:	<u>\$269,143.39</u>

- (a) The following security shall be deposited with the Town at the time of signing this Agreement:

Letter of Credit Portion

Topsoil Stripping and Grading	\$ 5,750.00
Sanitary Sewers & Appurtenances	\$ 17,916.00
Storm Sewers & Appurtenances	\$ 10,810.00
Watermain & Appurtenances	\$ 18,127.00
Road works (up to & including base asphalt)	\$ 31,975.00
Surface works:	
Concrete sidewalk	\$ 43,851.50
Surface Asphalt	\$ 57,275.00
Miscellaneous (fencing, wall, testing)	\$ 9,525.00
Engineering & Supervision	\$ 23,427.54
Contingency	<u>\$ 19,522.95</u>
Sub-Total	\$ 238,179.99
HST	\$ 30,963.40
TOTAL :	\$ 269,143.39

- (b) In accordance with section 28, the Letter of Credit for the performance security will be 100% at the signing of the agreement and as the in-ground services and above ground works are completed, the Letter of Credit will be reduced to the cost of any incomplete works plus fifteen percent (15 %). The maintenance security will be ten percent (10%) of the cost of estimated works (Pre-Servicing Agreement & Subdivision Agreement): **\$99,362.88**

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – General Provisions, which may limit the issuance of a building permit until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the *CONSTRUCTION LIEN ACT*, R.S.O. 1990.

SCHEDULE "F" - EASEMENTS

This is Schedule 'F' to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

Multi-Purpose Easements:Road Easements:Sanitary/WaterStorm

Wholly compiled Easement Survey Plan 41R- XXX by Brooks & Muir Surveying

- Part 1 – 20 - Easements behind Lots 1-20
- Part 21 - 40 - Easements behind Lots 21-40
- Part 41 – 60 - Easements behind Lots 41-60

Storm Water Outlet

Part 1 on Plan 41R-9632

SCHEDULE "G" - SUBSTANTIAL COMPLETION OF WORKS

This is Schedule "G" to the Subdivision Agreement dated this ____ day of _____ 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Certificate of Substantial Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Subdivision Agreement registered in conjunction with draft plan of subdivisions SB17-02-6 have been:

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the Town Engineer.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 20__.

SCHEDULE "H" - VERIFICATION OF SOILS TESTING

This is Schedule "H" to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll and the County of Oxford to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Verification of Soils Testing Procedures and Results

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll (hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that has carried out, at the request of the Subdivider's supervising engineer and the Town Engineer, "in situ" density testing of the roadway subgrade, granular pavement materials, asphalt and Benkelman Beam rebound testing of the pavement of various periods during construction of Subdivision and the results have been reported previously.

This testing has been carried out on a periodic basis using normal engineering practices and testing procedures to evaluate the adequacy of the construction and the results indicate that the various design standards and specifications have been achieved.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 2018.

SCHEDULE "I" - LOT GRADING PLANS

This is Schedule "I" to the Subdivision Agreement dated this ____ day _____ of 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

The following drawings shall apply to the grading provided for in this agreement:

Drawing 4 of 24 Grading Plan

SCHEDULE "J" - EROSION AND SEDIMENT CONTROL MEASURES

This is Schedule 'J' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Certificate of Compliance for Erosion and Sediment Control Measures

For Good and Valuable Consideration now paid by The Corporation of the Town of Ingersoll, hereinafter called the "Town", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that:

- (a) the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site where applicable, or were installed immediately upon completion of construction of the work for which these control measures were designed, where applicable; and
- (b) the required erosion and sediment control measures were maintained and operating as intended in accordance with The Guidelines on Erosion and Sediment Control for Urban Construction Sites (May 1987) during construction as required under this Agreement.

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 2018.

SCHEDULE "K" - FINAL CERTIFICATE LOT/BLOCK GRADING

This is Schedule 'K' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

TO: The Corporation of the Town of Ingersoll

Final Certificate of Lot and Block Grading

All Lots and Blocks on Plan _____ shall be graded including fill or excavation for their full width and length to the grades, levels, and specifications as shown on the accepted subdivision grading plan.

Fully developed Lots/Blocks - including the building, landscaping and paved driveway

Pursuant to provision 4 STANDARD OF WORK in the General Provisions of the Subdivision Agreement I hereby certify the following Lots or Blocks are graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan attached as a schedule to the Subdivision Agreement or filed with the Town Engineer.

Lots/Blocks: _____

Vacant Lot/Block

Pursuant to provision 10 COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE in the General Provisions of the Subdivision Agreement I hereby certify that the actual finished elevations and grading of each Lot and Block generally conform to the accepted subdivision grading plan.

Lots/Blocks: _____

Under construction Lots/Blocks

I hereby acknowledge that the following Lots/Blocks are under construction and not occupied, but will be final graded in general conformity with the grades and elevations shown on the accepted subdivision grading plan.

Lots/Blocks: _____

Certified and delivered under my hand and professional seal at the Town of Ingersoll this ____ day of _____, 20__.

SCHEDULE "L" - EXAMPLE EASEMENT

This is Schedule 'L' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

THIS EASEMENT made this ____ day of _____, 20__.

B E T W E E N:

[Transferor]
(Hereinafter called the "Transferor")
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL
(Hereinafter called the "Transferee")
OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the Municipal Act, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the Town of Ingersoll and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [__DESCRIPTION__] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter up on the said Lands, with or without tools, machinery,

equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or its designate.

THE TRANSFEROR FURTHER COVENANTS and agrees that no trees shall be planted or cultivated within the easement except with the express written approval of the Transferee.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurance s as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

SCHEDULE "M" - ROAD EASEMENT

This is Schedule 'M' to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner, to which it is attached and forms a part.

(Hereinafter called the "Transferor")
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL
(Hereinafter called the "Transferee")
OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee an easement for temporary turning circle over the said lands; Blocks XX, XX, XX and XX.

NOW THEREFORE WITNESSETH that in consideration of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to construct, reconstruct, repair, clean, maintain, inspect and use as part of the public highway system of the Town of Ingersoll and as appurtenant thereto, and to the highways in the ownership of the Transferee, and for all times hereafter, a temporary turning circle, of such construction and size as the Transferee may from time to time determine necessary, in, through, over and under the lands situate in the Town of Ingersoll, County of Oxford, described in the Transfer of Easement to which this Schedule is attached (hereinafter referred to as the "easement lands") for the purposes of a temporary turning circle and temporary passage.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the easement lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby transferred without being liable for any interference, loss of use or loss of profit which shall or may be caused thereby to the easement lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects as may be necessary or convenient in the exercise of the rights and privileges hereby transferred and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Town Engineer of the Town of Ingersoll.

THE TRANSFEROR FURTHER COVENANTS that it has the right to transfer the rights, liberties, privileges and easements hereby transferred and will execute such further assurances as may be requisite to give full effect to this transfer.

THE TRANSFEREE COVENANTS AND AGREES THAT this easement is transferred in order to provide a temporary turning circle at the end of [street name] on Registered Plan [33M-]. After an approved road extension for the aforesaid street has been constructed to the specifications of the Engineer of the Town of Ingersoll, the Transferee will release and abandon this easement to the Transferor or its assigns.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

SCHEDULE "N" – CONSULTING ENGINEER'S AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2017.

BETWEEN:

REEVES LAND CORP

(hereinafter called the "Owner")
OF THE FIRST PART;

- and -

DILLON CONSULTING LTD.

(hereinafter called the "Consulting Engineer")
OF THE SECOND PART;

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL

(hereinafter called the "Town")
OF THE THIRD PART;

WHEREAS the Owner proposes to develop a Subdivision, commonly referred to as Golf Estates on lands identified on the attached Schedule "A" (hereinafter called the "Subdivision").

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

- (1) The Owner agrees to construct the Subdivision in accordance with all applicable Provincial, County and Town standards and in particular the terms of the Subdivision Agreement dated July 2018.
- (2) The Owner hereby acknowledges that it has retained the services of the Consulting Engineer for the provision of engineering services for the development of the Subdivision and as part of that retainer, the Owner requires the Consulting Engineer to monitor and inspect the works undertaken and provide to the Town the required certifications identified in the Subdivision Agreement, all at the expense of the Owner. All invoicing and payment for the Consulting Engineer's services shall be undertaken directly between the Owner and the Consulting Engineer.
- (3) The Consulting Engineer acknowledges that the Subdivision must be constructed in accordance with Provincial, County and Town standards when certifying any component of the development of the Subdivision.
- (4) The Consulting Engineer agrees to administer, observe and certify that the construction is in accordance with the approved construction drawings and the Plan must be stamped by the Consulting Engineer or another professional engineer and approved by the Town.

Reeves Land Corp.
Golf Estates
Agreement: SB 17-02-6
Date: July 31, 2018

- (5) The Consulting Engineer agrees that it shall skillfully and competently perform its services in accordance with generally accepted engineering principles and to the extent of what is considered industry standards when it is monitoring and inspecting the work undertaken by the Owner, for which it will provide certification in accordance with the terms of the Subdivision Agreement.
- (6) The Owner and the Consulting Engineer shall notify the Town immediately in the event the retainer between the Owner and the Consulting Engineer for this Subdivision is terminated or suspended for any reason. The Owner agrees to stop all work immediately until such time as a new Consulting Engineer is appointed to the Town's satisfaction. The Owner agrees to hire a replacement Consulting Engineer with six (6) weeks of said termination; the Owner acknowledges that failure to do so will result in the Town calling upon the Letter of Credit to complete any work related to public safety.
- (7) The Consulting Engineer shall insure its undertaking, business and equipment so as to indemnify and save harmless the Town from any and all reasonable costs, claims, direct damages, fines, suits, actions, and judgements made, brought or recovered against the Town for any bodily injury, death or property damage to the extent directly caused by the consulting Engineer's negligent acts related to the operation and business carried on by the Consulting Engineer under this Agreement.
- (8) Consulting Engineer's liability to the Town and all claimants not party to this agreement shall be limited to injury or loss caused by the negligence of the Consulting Engineer and/or sub-consultants for which it is responsible. The total amount of the Consulting Engineer's liability for Consulting Engineer's negligence shall not exceed the greater of \$50,000 in total for all claims, costs and expenses.
- (9) The Consulting Engineer shall maintain liability insurance acceptable to the Town throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate. **Such insurance shall name The Corporation of the Town of Ingersoll as an additional insured** thereunder and shall be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause and Blanket Contractual Liability.
- (10) The Consulting Engineer shall take out and keep in force until three (3) years after this Agreement is no longer in effect, Professional Liability Insurance in the amount of one million dollars (\$1,000,000) per claim and in the aggregate providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement.
- (11) The Consulting Engineer shall forward Certificates of Insurance evidencing the required insurance with the executed Agreement. These Certificates shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail to the Town. It is also understood and agreed that in the event of a claim, any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of the consulting Engineer and the Owner and that this coverage shall be primary insurance as respects the Town. Any insurance or self-insurance maintained by the Town shall be considered excess of the Consulting Engineer's and Owner's insurance and shall not contribute with it. The Town reserves the right to modify the insurance requirements as deemed suitable.

- (12) Neither the Consulting Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of this Subdivision, or have an interest either directly or indirectly in the construction of the Subdivision.
- (13) Neither the Owner nor the Consulting Engineer shall assign this Agreement in whole or in part without the prior written consent of the Town, which consent may not be withheld without reason but the Town may impose terms and conditions.
- (14) The Consulting Engineer is and will at all times remain an independent contractor, retained by the Owner and the Consulting Engineer is not and shall not represent itself to be the agent or employee of the Town.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day, month and year first written above.

per:

name:
title:

name:
title:
I/We have authority to bind the corporation.
DILLON CONSULTING LTD
per:

name:
title:

name:
title:
I/We have authority to bind the corporation.
THE CORPORATION OF THE TOWN OF INGERSOLL
per:

name:
title:

name:
title:
I/We have authority to bind the corporation.

SCHEDULE "O" - LETTER OF CREDIT TEMPLATE

This is Schedule "O" to the Subdivision Agreement dated this ____ day of _____, 2018, between The Corporation of the Town of Ingersoll, the County of Oxford and the Owner to which it is attached and forms a part.

Letter of Credit Template - Example

Bank Letterhead

Letter of Credit No.:

Total Amount:

Date:

Branch:

Customer: (Name of Developer)

**To: The Corporation of the Town of Ingersoll
130 Oxford Street, 2nd Floor
Ingersoll, Ontario N5C 2V5**

IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on (Financial Institution & Address)

for account of our customer, _____
(Name of Developer)

up to an aggregate amount of _____ dollars (\$ _____) as available
by drafts at sight as follows:

At the request of our customer, the said _____,
(Name of Developer)

we, the _____ hereby establish and issue to you, this
(Financial Institution)

Irrevocable Standby Letter of Credit in your favour in the total amount of _____ dollars (\$ _____) which may be drawn on by you at any time, from time to time upon written demand for payment made upon us by you, which demand we shall then honour without inquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer. Provided, however, that you are to deliver to the

(Financial Institution)

at such time as a written demand for payment is made upon us, a certificate signed by your Treasurer or designate, confirming that monies drawn pursuant to this Letter of

Credit are to be retained and used to perform any outstanding obligations of our said customer to you as provided for in the _____ agreement between
(Type of Agreement)

_____ and the Corporation of the Town of Ingersoll.
(Name of Developer)

It is understood and agreed that the obligation of the undersigned under this Letter of Credit is an obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform or cause to perform any of our customer's obligations to you.

The amount of this credit shall be reduced from time to time and such reduction will be effected upon receipt of written notice given to us by you. This Letter of Credit will continue up to _____.
(Date)

and will expire on the close of business on that date and you may call for payment of the full outstanding amount under this Letter of Credit at any time up to the close of business on that date should the Letter of Credit not be renewed.

It is a condition of this Letter of Credit that it be automatically extended, without amendment, for successive periods of one year each from the present or any future expiration date hereof, unless not less than thirty (30) days prior to any such date, we notify you in writing by registered mail/courier at 130 Oxford Street, 2nd Floor, Ingersoll, Ontario N5C 2V5, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your above written certificate.

Partial drawings hereunder are permitted.

Written demands for drawings under this Letter of Credit will be duly honoured, and shall state on their face that they are drawn under the _____
(Financial Institution)

(Address)
Letter of Credit No. _____, Dated:

(Authorized Signature & Title)

(Authorized Signature & Title)



**Corporation of the Town of Ingersoll
By-law 18-5015**

**Being a by-law to amend By-law 06-4327, being a by-law to provide for the governing and regulation of traffic and parking in the Town of Ingersoll
(Chatfield Street & Town Centre Parking Lot)**

WHEREAS Council adopted By-Law 06-4327 on the 16th day of October, 2006 for the governing and regulation of traffic and parking:

AND WHEREAS Council is desirous of amending the by-law:

NOW THEREFORE, the Council of the Corporation of the Town of Ingersoll enacts as follows:

- 1) **THAT Schedule “A” NO PARKING AT ANY TIME** be amended to include:

Highway	Side(s)	From	To
Chatfield Street	East	142 metres north of Chamberlain Avenue	163 metres east of Hollingshead Road

- 2) **THAT Schedule “F” PARKING LOTS** be amended to include:

Name of Lot	Location	Hours of Permitted Parking	Period
Town Centre Parking Lot	130 Oxford St – south side of building – Accessible Parking spaces	1 Hour parking 8am-6pm	Mon-Fri

READ a first and second time in Open Council this 13th day of August, 2018.

READ a third time in Open Council and passed this 13th day of August, 2018.

Edward (Ted) Comiskey, Mayor

Michael Graves, Clerk



**Corporation of the Town of Ingersoll
By-Law 18-5016**

A bylaw to amend 17-4926 (establish three new Building Permit Fees)

WHEREAS Section 7 of the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, empowers council to pass By-laws respecting permits for construction, demolition, occupancy, change of use, sewage systems and conditional permits and respecting inspections and the charging of permit fees and other related matters;

AND WHEREAS Section 7 (1) (c) of the *Building Code Act, 1992*, S.O. 1992 c. 23 as amended, empowers council to require the payment of fees and to prescribe the amount of fees allowed for under Section 7.

AND WHEREAS Council previously passed by-law 17-4926 to provide for the administration and enforcement of the *Building Code Act, 1992* within the Town of Ingersoll;

AND WHEREAS Council is now desirous of adding to the fees listed in Schedule "A" of By-Law 17-4926;

AND WHEREAS a public meeting concerning the addition of the new fees was held on June 27, 2018 in accordance with the *Building Code Act, 1992*;

AND WHEREAS no feedback was received at the public meeting on June 27, 2018;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Ingersoll enacts as follows:

1. **THAT** the attached fees as shown on Schedule "A" shall be added to by-law 17-4926.
2. **THAT** this by-law be effective on the date of passing.

READ a first and second time in Open Council this 13th day of August, 2018.

READ a third time in Open Council and passed this 13th day of August, 2018.

Edward (Ted) Comiskey, Mayor

Michael Graves, Clerk

SCHEDULE "A"
THE CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW 18-5013
Permit and Miscellaneous Fees and Deposits

Building Permit Fee Schedule - Ingersoll		
1	Class of <i>Permit</i>	Fees
30	Alternative Solution Review	\$160
31	Alcohol and Gaming Commission of Ontario inspection and letter	\$160
32	Accessory Structure to a current industrial, commercial or institutional use.	\$500
33	New or Replacement Septic Systems	\$795
34	Replacement Septic Tank Only	\$250



**Corporation of the Town of Ingersoll
By-Law 18-5017**

**A bylaw to adopt and confirm all actions and proceedings of the Council of the
Town of Ingersoll at the Council meeting held on August 13, 2018**

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 August 13, 2018, 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 13th day of August, 2018.

READ a third time in Open Council and passed this 13th day of August, 2018.

Edward (Ted) Comiskey, Mayor

Michael Graves, Clerk