

THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA



Date: Tuesday, July 4, 2017
Time: 7:00 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

Pages

1.	CALL TO ORDER	
2.	CONFIRMATION OF THE AGENDA	
	<i>THAT the Council of the Township of North Huron; accept the Agenda for the July 4th, 2017 Council Meeting; as presented.</i>	
3.	DISCLOSURE OF PECUNIARY INTEREST	
4.	CONSENT AGENDA	
	<i>THAT the Council of the Township of North Huron hereby adopts Consent Item 4.1.1;</i>	
	<i>AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1	Minutes	
4.1.1	Minutes of the Regular Council Meeting held June 19, 2017	8
4.1.2	Minutes of the North Huron Police Services Meeting held May 16, 2017	17
4.1.3	Minutes of the Health & Safety Committee Meeting held March 30, 2017	21
4.2	Reports	
4.2.1	Bills and Accounts	23
4.2.2	Clerk's Department Report 07-04-17 (Department Update)	40
4.2.3	Recreation and Facilities Report 07-04-17 (Department update)	42
4.2.4	CAO Report 07-04-17 (CAO Recruitment Update)	45
4.3	Correspondence	46
4.3.1	Ministry of Agriculture, Food and Rural Affairs / Ministry of Infrastructure tripling the Ontario Community Infrastructure Fund (OCIF) annually to \$300 million by 2019	47
5.	PUBLIC MEETINGS/HEARINGS AND DELEGATIONS	
5.1	Planning Advisory Committee Meeting	
	Temporary Use Zoning By-law Amendment, Part Lot 29, Registered Plan 22R1295 Parts 1 & 2, Concession 1, East Wawanosh, Township of North Huron (38616 Blyth Road)	

THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at ... p.m. to enter a Planning Advisory Committee meeting.

THAT The Council of the Township of North Huron reconvene the Regular Council meeting at ... p.m.

THAT the Council of the Township of North Huron hereby accept the recommendation of the Planning Advisory Committee; that the Temporary Use Zoning By-law Amendment, as it applies to Part Lot 29, Registered Plan 22R1295 Parts 1 & 2, Concession 1, East Wawanosh, Township of North Huron (38616 Blyth Road); be approved.

RESOLUTION Regarding Further Notice pursuant to Section 34(17) of the Planning Act, RSO 1990

WHEREAS Council of the Corporation of the Township of North Huron has held a Public Meeting pursuant to Section 34(12) and Section 39 of the Planning Act, RSO 1990 with respect to a proposed zoning by-law;

AND WHEREAS certain changes have been made to the proposed by-law after holding of the public meeting;

NOW, THEREFORE, the Council of the Corporation of the Township of North Huron hereby resolves that, pursuant to Section 34(17) of the Planning Act, RSO 1990, no further notice is to be given in respect of the proposed by-law.

6. REPORTS

6.1 Clerks Department

6.1.1 Huron County Shared CEMC 49

THAT the Council of the Township of North Huron hereby accept the report of the Clerk regarding the appointment of the County CEMC as the CEMC for the Township of North Huron;

AND FURTHER THAT David Clarke is hereby appointed as the Community Emergency Management Coordinator for the Township of North Huron;

AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 63-2017 to be passed at the July 4, 2017 Council Meeting.

6.1.2 Proposed Natural Gas Extension - from Blyth to Walton 50

THAT the Council of the Township of North Huron hereby authorize the Clerk to work with the Municipalities of Morris-Turnberry, Huron East and Central Huron to prepare the necessary materials required for the application for funding under the Ontario's Natural Gas Grant Program to extend Natural Gas from Blyth to Walton.

6.2 Finance Department

6.2.1 Assessment Review Board Appointments 54

THAT the Council of the Township of North Huron hereby appoints the Director of Finance, Donna White as the Appeal Representative and the Clerk, Kathy Adams as the Complaints Representative for the Township of North Huron as the contacts for an appeal to the Assessment Review Board (ARB);

AND FURTHER THAT this contact information be provided to the ARB.

6.2.2	Whitechurch Water Connection By-law	56
	<i>THAT the Council of the Township of North Huron hereby receives the report from the Director of Finance for information purposes;</i>	
	<i>AND FURTHER THAT Council agrees to pass a by-law to ensure that the existing users of the Whitechurch Water system remain connected to the system and that a by-law be prepared for the July 17, 2017 council meeting.</i>	
6.3	Recreation and Facilities Department	
6.3.1	Aquatic Centre HVAC upgrades	59
	<i>THAT the Council of the Township of North Huron hereby approve the proposed work by Cliff's Plumbing & Heating for the Aquatic Centre HVAC Upgrades for the total cost of \$79,140.00;</i>	
	<i>AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-Law to allow By-Law 60-2017 to be passed at the July 4, 2017 Council Meeting.</i>	
6.3.2	International Plowing Match North Huron Update	64
	<i>THAT the Council of the Township of North Huron hereby approves 20 days of staff time as in-kind support to the IPM being held September 19-23, 2017.</i>	
6.3.3	Blyth 140th Anniversary Celebration Cowbell Brewing Co Request	66
	<i>THAT the Council of the Township of North Huron hereby supports the efforts of the Blyth 140th Committee in planning their community celebration and waives the following fees: Blyth Arena Dry Pad (if required), the Blyth Arena Hall Saturday night and the Hawkers and Peddlers Permit fee;</i>	
	<i>AND FURTHER THAT Council hereby rescinds Motion M279/17 from the June 5, 2017 Regular Council meeting and M310/17 from the June 19, 2017 Regular Council meeting.</i>	
	<i>THAT the Council of the Township of North Huron hereby supports Blyth Cowbell Brewing Co. in making application to the LCBO for a Special Occasion Permit to hold a beer garden at the Blyth Lion's Park Pavilion in conjunction with the Blyth 140th Celebrations to be held on July 28th, 2017;</i>	
	<i>AND FURTHER THAT Council proclaims the event of Municipal Significance.</i>	
6.4	Public Works / Utilities Department	

6.4.1	Curbside Collection Contract	68
	<p><i>THAT the Council of the Township of North Huron hereby accepts the Curbside Collection Contract Report for information purposes;</i></p> <p><i>AND FURTHER THAT the Council of the Township of North Huron authorize the Reeve and Clerk to execute the contract documentation with Waste Management of Canada Corporation for a term of October 1, 2017 to September 30, 2020;</i></p> <p><i>AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 59-2017 to be passed at the July 4, 2017 Council Meeting;</i></p> <p><i>AND FURTHER THAT that the Reeve and Clerk be authorized to sign By-law No. 59-2017.</i></p>	
6.4.2	Britespan Development Agreement	70
	<p><i>THAT the Council of the Township of North Huron hereby receive the report Britespan Servicing Agreement for information purposes;</i></p> <p><i>AND FURTHER THAT the Township of North Huron authorizes the Reeve and Clerk to enter into the Development Agreement between the Township and Britespan Building Systems Inc.;</i></p> <p><i>AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 61-2017 to be passed at the July 4, 2017 Council Meeting.</i></p>	
6.4.3	International Plowing Match Request	72
	<p><i>THAT the Council of the Township of North Huron hereby accepts the International Plowing Match Request Report for information purposes;</i></p> <p><i>AND FURTHER THAT Council authorizes the Public Works department to coordinate staff assistance and use of equipment and logistical items during set up and at the match with the Municipality of Huron East and neighbouring municipalities;</i></p> <p><i>AND FURTHER THAT Council authorizes approval if required to accept sewage waste that would be delivered to the Wingham Sewage Treatment Plant for proper disposal.</i></p>	
6.4.4	Westmoreland Easement	74
	<p><i>THAT the Council of the Township of North Huron hereby accepts the Westmoreland Street Easement Report for information purposes;</i></p> <p><i>AND FURTHER THAT the Reeve and Clerk be authorized to sign the Easement Agreement with Baiton’s Old Mill Ltd.;</i></p> <p><i>AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 58-2017 to be passed at the July 4, 2017 Council Meeting;</i></p> <p><i>AND FURTHER THAT that the Reeve and Clerk be authorized to sign By-law No. 58-2017.</i></p>	
6.5	Fire Department of North Huron	
6.6	Building Department	

6.7	CAO	
7.	CORRESPONDENCE	
7.1	Blyth Lions request for support for Holeyboard Tournament <i>THAT the Council of the Township of North Huron hereby supports the Blyth Lions in making application to the LCBO for a Special Occasion Permit to hold a beer garden at the Blyth Lion's Park in conjunction with the Blyth Lion's Holeyboard Tournament to be held July 22, 2017;</i> <i>AND FURTHER THAT Council proclaims the event of Municipal Significance.</i>	76
7.2	Huron Pioneer Thresher & Hobby Assn. Inc. request for support for community event September 8 & 9, 2017 <i>THAT the Council of the Township of North Huron hereby supports the Huron Pioneer Thresher & Hobby Assn. Inc. in making application to the LCBO for a Special Occasion Permit to hold a beer garden at the Blyth Community Centre in conjunction with the Huron Pioneer Thresher & Hobby Show to be held September 8-9, 2017;</i> <i>AND FURTHER THAT Council proclaims the event of Municipal Significance.</i>	77
8.	COUNCIL REPORTS	
8.1	REEVE ACTIVITY REPORT	
8.2	COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)	
8.3	REQUESTS BY MEMBERS	
9.	NOTICE OF MOTION	
10.	BY-LAWS	
10.1	By-law No. 57-2017 Being a Temporary Use By-law amendment to permit a temporary secondary dwelling unit on Part Lot 29 Registered Plan 22R1295 Parts 1 & 2, Concession 1, (38616 Blyth Road) East Wawanosh Ward, Township of North Huron. <i>THAT By-law No. 57-2017; being a Temporary Use By-law amendment to permit a temporary secondary dwelling unit on Part Lot 29 Registered Plan 22R1295 Parts 1 & 2, Concession 1, (38616 Blyth Road) East Wawanosh Ward, Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	78
10.2	By-law No. 58-2017 Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Water Service Easement between the Corporation of the Township of North Huron and Bainton's Old Mill Ltd.	83

	<i>THAT By-law No. 58-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Water Service Easement between the Corporation of the Township of North Huron and Bainton's Old Mill Ltd.; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.3	<p>By-law No. 59-2017</p> <p>Being a bylaw to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for Curbside Solid Waste and Recyclables Collection for a term of October 1, 2017 to September 30, 2020.</p> <p><i>THAT By-law No. 59-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for Curbside Solid Waste and Recyclables Collection for a term of October 1, 2017 to September 30, 2020; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i></p>	86
10.4	<p>By-law No. 60-2017</p> <p>Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Understanding between the Corporation of the Township of North Huron and Cliff's Plumbing & Heating for the HVAC Upgrades for the Aquatic Centre at the North Huron Westcast Community Complex.</p> <p><i>THAT By-law No. 60-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Understanding between the Corporation of the Township of North Huron and Cliff's Plumbing & Heating for the HVAC Upgrades for the Aquatic Centre at the North Huron Westcast Community Complex; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk, and engrossed in the By-law book.</i></p>	96
10.5	<p>By-law No. 61-2017</p> <p>Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Development Agreement between the Corporation of the Township of North Huron and Britespan Building Systems Inc. for water and sanitary services.</p> <p><i>THAT By-law No. 61-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Development Agreement between the Corporation of the Township of North Huron and Britespan Building Systems Inc. for water and sanitary services; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk, and engrossed in the By-law book.</i></p>	106
10.6	<p>By-law No. 62-2017</p> <p>Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Acapulco Pools for the North Huron Westcast Pool Restoration Project.</p> <p><i>THAT By-law No. 62-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Acapulco Pools for the North Huron Westcast Community Complex Pool Restoration Project; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk, and engrossed in the By-law book.</i></p>	117

10.7	By-law No. 63-2017	155
	Being a by-law to amend Schedule "B" to By-law No. 54-2007; being a By-law to Adopt an Emergency Management Program for the Township of North Huron.	
	<i>THAT By-law No. 63-2017; being a by-law to amend Schedule "B" to By-law No. 54-2007; being a By-law to Adopt an Emergency Management Program for the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk, and engrossed in the By-law book.</i>	
11.	ANNOUNCEMENTS	
12.	OTHER BUSINESS	
13.	CLOSED SESSION AND REPORTING OUT	
	<i>THAT the Council of the Township of North Huron hereby endorse the Clerk's delegation of powers and duties under Section 228 (4) of the Municipal Act, 2001, S.O. 2001, c.225 to Larry McGregor, Interim CAO for the Township of North Huron Council Meeting Closed Session of Council to be held July 4, 2017.</i>	
	<i>THAT the Council of the Township of North Huron hereby proceeds at ... pm. to an In-Camera Session (Closed to the Public) to discuss the following:</i>	
	<ul style="list-style-type: none"><i>• Personal matters about an identifiable individual, including municipal or local board employees.</i>	
	<i>THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at ... pm.</i>	
	<i>THAT the Council of the Township of North Huron hereby confirm the direction given to staff, in Closed Session.</i>	
14.	CONFIRMATORY BY-LAW	
14.1	By-law No. 64-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.	157
	<i>THAT By-law 64-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
15.	ADJOURNMENT	
	<i>THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at pm.</i>	

MINUTES OF THE TOWNSHIP OF NORTH HURON
REGULAR COUNCIL MEETING



Date: Monday, June 19, 2017
Time: 7:01 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: Reeve Neil Vincent
Deputy Reeve James Campbell
Councillor Ray Hallahan
Councillor Yolanda Ritsema-Teeninga
Councillor Trevor Seip
Councillor Bill Knott

MEMBERS ABSENT: Councillor Brock Vodden

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Kirk Livingston, CBO/Property Standards/Zoning
Ryan Ladner, Director of Fire and Emergency Services
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Paul Seebach, Vodden, Bender, and Seebach LLP
Denny Scott, Citizen
Adam Bell, CKNX
Lloyd Michie, Roger Irvine, Rennie Alexander

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:01 pm.

2. CONFIRMATION OF THE AGENDA

M306/17

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron; accept the Agenda for the June 19, 2017 Council Meeting; as presented.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

3.1 Councillor Seip - Bills and Accounts

Councillor Seip declared a conflict on Item 4.2.1 due to a cheque being payable to his spouse, who is an employee in the Child Care department.

4. CONSENT AGENDA

M307/17

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.4;

AND FURTHER THAT all other Consent Items be received for information.

CARRIED

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held June 5, 2017

4.1.2 Minutes of the Planning Advisory Committee Meeting held June 5, 2017

4.1.3 Minutes of the Committee of Adjustment Meeting held June 5, 2017

4.1.4 Minutes of the Special Council Meeting held June 13, 2017

4.1.5 Minutes of the East Wawanosh 150th Anniversary Committee Meeting held May 23, 2017

4.2 Reports

4.2.1 Bills and Accounts

4.2.2 Public Works Report 06-19-17 (Howson Dam MNRF and DFO review of Black Redhorse and Mussels)

4.2.3 Building Department Report 06-19-17 (Activity Report)

4.3 Correspondence

4.3.1 Kevin Powers, Director, Public Affairs, OPG Nuclear - Ensuring a Safe, Permanent Solution to Manage Nuclear Waste

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**5.1 Retirement Recognition - Roger Irvine and Lloyd Michie**

Reeve Vincent congratulated recently retired Public Works employees Roger Irvine and Lloyd Michie on behalf of Council and thanked both of them for their years of service.

Mr. Michie and Mr. Irvine departed.

5.2 Paul Seebach, Vodden Bender & Seebach - Presentation of 2016 Financial Statements

Paul Seebach, Vodden Bender, & Seebach presented the 2016 Financial Statements for the Township of North Huron, Blyth BIA and Wingham BIA.

Mr. Seebach highlighted various areas of the financial statements such as debt details, capital purchases and tax receivables.

Mr. Seebach was thanked and departed.

6. REPORTS**6.1 Clerks Department****6.2 Finance Department****6.2.1 2016 Financial Statements****M308/17**

MOVED BY: J. Campbell

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby adopts the 2016 Audited Financial Statements for the Township of North Huron, Wingham BIA and Blyth BIA as presented by Vodden, Bender and Seebach.

CARRIED

6.2.2 Bad Debt Write-offs**M309/17**

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby accepts the report from the Director of Finance regarding the write-offs of uncollectable accounts in the amount of \$33,186.23 for water and sewer accounts accumulated prior to 2009.

CARRIED

6.3 Recreation and Facilities Department

6.3.1 Blyth 140 update

Pat Newson, Director of Recreation and Facilities provided updated details regarding the Blyth 140 Update report and requested that the original motion in her report be amended.

M310/17

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby supports the efforts of the Blyth 140th Committee in planning their community celebration and waives the following fees: tent permits, Blyth Arena Dry Pad (if required), the Blyth Arena Hall (Saturday night if required), and the Hawkers and Peddlers Permit fee;

AND FURTHER THAT Council understands that the bar is no longer being operated by Cowbell Brewing Co, and rescinds Motion M279/17 from the June 5, 2017 Regular Council meeting:

THAT the Council of the Township of North Huron hereby supports Blyth Cowbell Brewing Co. in making application to the LCBO for a Special Occasion Permit to hold a beer garden at the Blyth Lion's Park Pavilion in conjunction with the Blyth 140th Celebrations to be held on July 28th, 2017. AND FURTHER THAT Council proclaims the event of Municipal Significance.

CARRIED

6.4 Public Works / Utilities Department

6.4.1 Award of Backhoe

M311/17

MOVED BY: R. Hallahan

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby receive the RFP Backhoe Loader Award Report for information purposes;

AND THAT RFP-2017-006 be awarded to Nortrax Canada Inc. to supply and deliver One (1) New Backhoe Loader Unit for \$132,672 (HST excluded) along with the option of the five year/3000 hour extended powertrain warranty for the amount of \$1,362 (HST excluded), for a total of \$151,458.42 including full HST.

AND THAT the Council authorizes the Reeve and Clerk to sign the contract documentation.

CARRIED

6.4.2 Curbside Collection Contract

M312/17**MOVED BY:** B. Knott**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby authorize the Reeve and Clerk to execute the contract documentation with Waste Management of Canada Corporation for a term of October 1, 2017 to September 30, 2020;

AND FURTHER THAT the Clerk be directed to prepare an authorizing by-law to be included on the July 4th, 2017 Agenda.

DEFEATED

Councillor Seip requested a Recorded Vote:

Deputy Reeve Campbell	Na
Councillor Hallahan	Ya
Councillor Knott	Ya
Councillor Ritsema-Teeninga	Na
Councillor Seip	Na
Reeve Vincent	Ya

6.5 Fire Department of North Huron

6.5.1 ESTC Review

M313/17**MOVED BY:** B. Knott**SECONDED BY:** J. Campbell

THAT the Council of the Township of North Huron hereby accepts the ESTC Review Report for information purposes;

AND FURTHER THAT the Council of the Township of North Huron accepts the recommendation of the Director of Fire and Emergency Services and CAO as set out in the 2017 ESTC Review Report;

AND FURTHER THAT Council authorizes the Director of Fire and Emergency Services to proceed with the hiring of the Assistant Chief/Vice Principal of the ESTC and Fire Prevention Officer positions immediately.

CARRIED

6.6 Building Department

6.7 CAO

CAO Sharon Chambers thanked Council and staff for all their support during her time at the Township of North Huron.

7. CORRESPONDENCE

- 7.1 Municipality of Morris-Turnberry - Request for representation from the Township of North Huron to sit as a member on the Court of Revision for the Blackhall Municipal Drain - 2017

M314/17

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby appoints Deputy Reeve James Campbell as representative from the Township of North Huron to sit as a member on the Court of Revision for the Blackhall Municipal Drain - 2017;

AND FURTHER THAT the Representative attend the Reading of the Report for the Blackhall Municipal Drain - 2017 on Tuesday, June 20, 2017 at 8:30 p.m. at the Morris-Turnberry Council Chambers.

CARRIED

- 7.2 East Wawanosh 150th Anniversary - Invitation to Council to participate in parade

8. COUNCIL REPORTS

- 8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported that both North Huron and Huron County staff have been busy working on plans for the East Wawanosh 150th Anniversary.

- 8.2 COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)

- 8.3 REQUESTS BY MEMBERS

9. NOTICE OF MOTION

10. BY-LAWS**10.1 By-law No. 54-2017**

Being a by-law to rescind and revoke an agreement between the Corporation of the Township of North Huron and the Municipality of Morris-Turnberry regarding a Fire Prevention Services Agreement.

M315/17

MOVED BY: R. Hallahan

SECONDED BY: B. Knott

By-law No. 54-2017; being a by-law to rescind and revoke an agreement between the Corporation of the Township of North Huron and the Municipality of Morris-Turnberry regarding a Fire Prevention Services Agreement; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.

CARRIED

11. ANNOUNCEMENTS

FDNH Fire Chief Ryan Ladner reported that a fire truck would be available for use as a float in East Wawanosh 150th Anniversary Parade.

Council agreed that a float would be included in the East Wawanosh 150th Anniversary Parade.

12. OTHER BUSINESS**13. CLOSED SESSION AND REPORTING OUT****M316/17**

MOVED BY: R. Hallahan

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby proceeds at 8:14 pm. to an In-Camera Session (Closed to the Public) to discuss the following:

- *A proposed or pending acquisition or disposition of land by the municipality or local board (Blyth Property);*
- *Personal matters about an identifiable individual, including municipal or local board employees (Interim CAO);*
- *Personal matters about an identifiable individual, including municipal or local board employees (Administration Personnel);*
- *Personal matters about an identifiable individual, including municipal or local board employees (Public Works Personnel)*

CARRIED

M317/17

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:15 pm.

CARRIED

M318/17

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby confirm the direction given to staff, in Closed Session.

CARRIED

M319/17

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby declares Part Lot 22, Concession 14, Hullett Township Being Part 1, 22R5745, Township of Central Huron, as surplus property.

CARRIED

M320/17

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: T. Seip

*THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding an Interim CAO/Director of Public Works;
AND FURTHER THAT the Council accepts the proposal of BM Ross and Associates for the appointment of Larry McGregor as Interim Director of Public Works effective June 20th, 2017 and Interim CAO effective July 4th, 2017;
AND FURTHER THAT the Reeve and Clerk are hereby authorized to sign the Agreement;
AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 56-2017 to be passed at the June 19, 2017 Council Meeting.*

CARRIED

M321/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT By-law No. 56-2017; being a by-law to Appoint Larry McGregor as the Interim Chief Administrative Officer/Director of Public Works for the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.

CARRIED

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 55-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M322/17

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 55-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

15. ADJOURNMENT

M323/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 9:18 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

(b) Wingham Police Service – 2016 Year End Report

PSB38/17: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby accept the Wingham Police Services 2016 Year End Report as presented by the Chief of Police.
DISPOSITION: Motion Carried

PSB39/17: MOVED: B. Gregoriadis SECONDED: J. van der Meer
THAT the North Huron Police Services Board hereby request the Chief of Police to present a report to the Board comparing the Board Business Plan initiatives to the Service Plan initiatives as of June 30, 2018.
DISPOSITION: Motion Carried

7. Police Chief's Report

(a) Department Update – May 2017

Calls for Service

During the month of April, 2017 Wingham Police responded to 116 calls for service. During the same period in 2016, we had 114 calls. Attached is the crime statistics summary.

Training

Constable MacAdam is attending the Search Warrant Course at OPC.

OACP

I will be attending the OACP Zone meeting on June 6th and the OACP Annual General Meeting in Waterloo from 11 – 14 June.

OPP Costing

The OPP have requested more information from the service regarding court operations in Wingham. That information has been provided. There is still no word on when the presentation to Council will take place.

In Camera

There is an in camera session required regarding a personnel matter.

PSB40/17: MOVED: J. van der Meer SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby approves the Police Chief's Report for May 2017.
DISPOSITION: Motion Carried

8. Treasury Report

(a) Bills & Accounts

PSB41/17: MOVED: J. van der Meer SECONDED: Y. Ritsema-Teeninga
THAT the North Huron Police Services Board hereby authorizes and approves payment of the Bills and Accounts in the total amount of \$9,271.61 for the period ending May 12, 2017, as supported by the Secretary-Treasurer's list of vouchers.
DISPOSITION: Motion Carried

9. By-laws and Policies for Consideration

None for consideration.

10. Correspondence

- (a) OAPSB
 - i) Notice of the 2017 Annual General Meeting.
- (b) Zone 5
 - i) Agenda for the Meeting to be held June 6, 2017 - Goderich.
 - ii) Minutes of the Meeting held March 7, 2017.
 - iii) OAPSB Survey Results.
 - iv) Zone 5 Directory.

Vice-Chair van der Meer advised that she would be attending the Zone 5 Meeting on June 6, 2017.

PSB42/17: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board agrees that the correspondence be ordered, read and filed.

DISPOSITION: Motion Carried

11. New Business

- (a) Requests from OPP Municipal Policing Bureau:
 - (i) Dispatch Services Contract

Chief Poole advised that he had has been in contact with the Owen Sound Police Services and they are not agreeable to release of this information. Permission of both parties to a contractual agreement should be obtained before release of information.

PSB43/17: MOVED: B. Gregoriadis SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board deny the request from the OPP Municipal Policing Bureau to provide the Dispatch Contract with the Owen Sound Police Services.

DISPOSITION: Motion Carried

Chair Seip noted that he would advise CAO Chambers of the Board's decision.

- (ii) Overtime Hours

The Bureau has also requested the overtime hours for the officers for the years 2014-2015-2016 broke down by court, worked and training hours.

PSB44/17: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby authorizes the Chief of Police to provide the overtimes hours for 2014 to 2016 as requested by the OPP Municipal Policing Bureau.

DISPOSITION: Motion Carried

12. Board Members Inquiries & Reports

There were no Board Member inquiries or reports.

13. Public Gallery Questions and/or Comments

There was no one present in the Public Gallery.

14. In Camera Session

(a) Personnel Matter

PSB45/17: MOVED: J. van der Meer

SECONDED: B. Gregoriadis

THAT the North Huron Police Service Board hereby proceed at 7:53 pm. to a Closed Session in order to address financial or personal matters of other matters of such a nature that the desirability of avoiding their disclosure in the interest of any person affected or in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public.

DISPOSITION: Motion Carried

PSB46/17: MOVED: J. van der Meer

SECONDED: B. Gregoriadis

THAT the North Huron Police Services Board hereby moves out of Closed Session at 8:17 p.m. and returns to open session.

AND FURTHER THAT direction given to staff in the In Camera Session is hereby approved.

DISPOSITION: Motion Carried

15. Next Meeting

Tuesday, June 20, 2017, 7:00 p.m., Police Station Board Room.

16. Adjournment

PSB47/17: MOVED: B. Gregoriadis

SECONDED: Y. Ritsema-Teeninga

That there being no further business before the Board, the meeting be hereby Adjourned at 8:18 p.m.

DISPOSITION: Motion Carried.

CORPORATE SEAL

Chair Trevor Seip

Secretary Kathy Adams

MEMBERS PRESENT: Richard Al, Barb Black, Pat Newson, Pat Fraser, Kathy Adams, Sharon Chambers, Jeff Howson, Carol MacPherson, Jared Weishar

MEMBERS ABSENT: Scott Schiestel, Scott Price, Rob Kolkman, Sonya Gibson, Denise Lockie, Larry Meyer

Call to Order: Richard Al called the meeting to order at 10:00 a.m.

JHSC05/17: MOVED: Kathy Adams SECONDED: Pat Fraser
That the Health & Safety Committee hereby adopts the Minutes of the Meeting held
January 26, 2017 as printed and circulated. DISPOSITION: Motion Carried.

Jeff Howson representing the Fire Department and Carol MacPherson, Day Care Representative were welcomed to the meeting. Committee Members introduced themselves.

1. a) Inspection Schedule:
April – Jared Weishar and Facilities Representative
First Aid Kits are to be put up during this inspection and placement documented.
May – Public Works
June – Recreation and Fire Department
Fire Chief Ryan Ladner is to be invited to familiarize location of North Huron facilities.
- b) Review of Inspections:
 - Veolia Inspection Forms – January 27, February 27 and March 2017
 - The Inspection reporting sheets were reviewed.
2. Occurrence Reports / Near Misses (reported to the JH&SC):
 - There were 2 reports submitted involving staff – no loss time;
 - 8 occurrences were reported involving the Public.

Occurrence and Insurance Forms are to be placed in Township vehicles, circulated and posted on the Intranet.
3. Employee Trainings:
 - i) One Staff member completed Training at Heights.
Police Services Staff completed First Aid/CPR.
Internal Training for Supervisors.
There are new requirements for First Responders training;
Five Staff - Webinar held February 3rd re Post-Traumatic Stress Syndrome
A Working Group – February 9th – Richard and Jared attended
4. Revised Health and Safety Policy – Richard and Jared continue to work with the Public Services Health and Safety Association reviewing the current management systems.
Committee Members were asked to continue reviewing the policy and provide feedback.

5. MSDSonline – A request to purchase the MSDSonline Program was sent to the Senior Management Team for budget consideration. Richard advised that the MSDSonline Program has been ordered. The library being constructed will be automatically updated. Departments are to give Richard their current MSDS sheets. A designated Operator in each department will be assigned to update the program to keep it current. Further discussion will be held to decide whether binders will be prepared according to location or if one large binder will be prepared. Decision on location of the binders must also be addressed.
6. Promoting Health & Safety:
7. Video viewing: Committee Members viewed the Safety Care Video “Child’s Play”.

Correspondence:

- Public Services Health & Safety Association: Health & Safety Anywhere – February Edition.
- Public Services Health & Safety Association: Upcoming Workplace Health & Safety Training Sessions.
- Safety Now, March 17, 2017 – 10 Questions Young and New Workers Need Answered.
- Safety Now, March 24, 2017 – Bad Housekeeping Can Bring Unthinkable Consequences.
- Safety Now, March 27, 2017 – Hand and Power Tools – 10 Tips for Safe Use.
- HR Insider – Tip of the Week – Workplace Cyberbullying: What It Is, What It Does and What the Law Says.

Other Business/Member Reports:

There were no Public Works Representatives in attendance. Committee Members would like the appointment of the Public Works Worker Representatives confirmed. If a Member is unable to attend a meeting, a replacement from their department should be appointed to attend in their absence.

Next Meeting:

The next meeting is scheduled for Thursday, June 29, 2017 @ 10:00 a.m. in North Huron Council Chambers.

Adjournment:

JHSC06/17: MOVED: Pat Fraser

SECONDED: Pat Newson

That there being no further business before the Health & Safety Committee, the meeting be hereby adjourned @ 10:57 a.m.

DISPOSITION: Motion Carried.

Committee Member Richard Al

Secretary Barb Black

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 044198 Date 06/21/2017 Amount 1,000.00				
002988 HURON COUNTY MUTUAL FIRE AID	1-19-2017-2	01/19/2017	FIRE- FIRE PREVENTION CAM	1,000.00
			Invoice Count 1 Total	1,000.00
Cheque 044199 Date 06/30/2017 Amount 56.94				
004560 A & M TRUCK PARTS LTD.	1000667511	06/14/2017	LANDFILL-PARTS FOR CASE	28.20
004560 A & M TRUCK PARTS LTD.	1000667786	06/15/2017	LANDFILL- PART FOR CASE L	28.74
			Invoice Count 2 Total	56.94
Cheque 044200 Date 06/30/2017 Amount 10,499.23				
000050 B. EDWARDS TRANSFER	640223	06/05/2017	P/W- CATCH BASIN CLEANING	10,499.23
			Invoice Count 1 Total	10,499.23
Cheque 044201 Date 06/30/2017 Amount 1,225.00				
004667 CANADIAN CRITICAL INCIDENT STRESS	1370	06/19/2017	FIRE- SITT LEVEL 1 TRAINING	1,225.00
			Invoice Count 1 Total	1,225.00
Cheque 044202 Date 06/30/2017 Amount 296.87				
000099 CANADIAN RED CROSS	CRC-015276	06/06/2017	ESTC- BABYSITTING COURSE	188.11
000099 CANADIAN RED CROSS	CRC-015239	06/07/2017	AQUATICS- RED CROSS STIC	108.76
			Invoice Count 2 Total	296.87
Cheque 044203 Date 06/30/2017 Amount 146.90				
003964 CHAD KREGAR	6-14-2017	06/14/2017	FIRE- FOOD FOR PTSD TRAINING	146.90
			Invoice Count 1 Total	146.90
Cheque 044204 Date 06/30/2017 Amount 60.68				
004335 CRS CONTRACTORS RENTAL SUPPLY	1502878	06/02/2017	P/W- GLOVES	60.68
			Invoice Count 1 Total	60.68
Cheque 044205 Date 06/30/2017 Amount 46,697.68				
000173 DA-LEE DUST CONTROL	66511	06/07/2017	ROADS- CALCIUM CHLORIDE	6,013.35
000173 DA-LEE DUST CONTROL	66597	06/08/2017	ROADS- CALCIUM CHLORIDE	6,011.15
000173 DA-LEE DUST CONTROL	66676	06/09/2017	ROADS- CALCIUM CHLORIDE	6,012.26
000173 DA-LEE DUST CONTROL	66687	06/12/2017	ROADS - CALCIUM CHLORIDE	6,008.94
000173 DA-LEE DUST CONTROL	66707	06/13/2017	ROADS- CALCIUM CHLORIDE	5,958.26
000173 DA-LEE DUST CONTROL	66724	06/14/2017	ROADS- CALCIUM CHLORIDE	6,015.56
000173 DA-LEE DUST CONTROL	66811	06/15/2017	ROADS- CALCIUM CHLORIDE	5,341.28
000173 DA-LEE DUST CONTROL	66834	06/15/2017	ROADS- CALCIUM CHLORIDE	5,336.88
			Invoice Count 8 Total	46,697.68
Cheque 044206 Date 06/30/2017 Amount 1,370.00				
000885 DEAN'S VALU-MART	641-8065	06/12/2017	BA-MR- FOOD SUPPLIES	110.42
000885 DEAN'S VALU-MART	641-8670	06/16/2017	DAY CARE- FOOD SUPPLIES	399.02
000885 DEAN'S VALU-MART	641-9077	06/19/2017	BA-SH- FOOD SUPPLIES	143.23
000885 DEAN'S VALU-MART	641-9185	06/19/2017	BA-MR- FOOD SUPPLIES	117.00
000885 DEAN'S VALU-MART	642-6048	06/21/2017	REC PROG- FOOD SUPPLIES	21.45

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000885 DEAN'S VALU-MART	620-3619	06/23/2017	FLOOD EVENT FOOD	263.70
000885 DEAN'S VALU-MART	620-3650	06/23/2017	FLOOD EVENT FOOD	315.18
Invoice Count 7 Total				1,370.00
Cheque 044207 Date 06/30/2017 Amount 4,815.67				
003077 DELL CANADA INC	1013042614	06/19/2017	REC ADMIN- 2 TOUCH MONIT	897.20
003077 DELL CANADA INC	1013044734	06/20/2017	REC ADMIN- COMPUTER	1,315.09
003077 DELL CANADA INC	1013046109	06/21/2017	ADMIN- DOCK KIT	205.65
003077 DELL CANADA INC	1013056785	06/22/2017	FIRE- 2 DELL 23" MONITORS	354.82
003077 DELL CANADA INC	1013051947	06/23/2017	ESTC- DELL DOCK KITS	406.78
003077 DELL CANADA INC	1013055897	06/26/2017	ADMIN- DELL 23" MONITOR	177.41
003077 DELL CANADA INC	1013059069	06/28/2017	ADMIN- COMPUTER	1,458.72
Invoice Count 7 Total				4,815.67
Cheque 044208 Date 06/30/2017 Amount 620.00				
004666 ELINOR NEILL	6-27-2017	06/27/2017	CEMETERY PLOT REPURCH/	620.00
Invoice Count 1 Total				620.00
Cheque 044209 Date 06/30/2017 Amount 273.90				
004580 FISHER'S REGALIA	36298	06/09/2017	FIRE- NAME PLATES/BADGES	160.90
004580 FISHER'S REGALIA	36454	06/22/2017	FIRE- RANK INSIGNIAS	113.00
Invoice Count 2 Total				273.90
Cheque 044210 Date 06/30/2017 Amount 161.87				
001590 G & K SERVICES CANADA INC.	6518682383	06/16/2017	ARENA B- MATS	161.87
Invoice Count 1 Total				161.87
Cheque 044211 Date 06/30/2017 Amount 15.33				
004669 JEN BROOME	28591	05/31/2017	DAY CARE - REFUND	15.33
Invoice Count 1 Total				15.33
Cheque 044212 Date 06/30/2017 Amount 493.87				
004629 JOAN VAN DER MEER	6-26-2017	06/26/2017	POLICE- PSB CONFERENCE	493.87
Invoice Count 1 Total				493.87
Cheque 044213 Date 06/30/2017 Amount 36.00				
000332 JOYCE WILLIAMSON	5-17-2017	05/17/2017	DAY CARE- MILEAGE	36.00
Invoice Count 1 Total				36.00
Cheque 044214 Date 06/30/2017 Amount 220.01				
004668 MONTGOMERY FORD	832812	06/06/2017	FIRE- REMOVE TRUCK RADIC	220.01
Invoice Count 1 Total				220.01
Cheque 044215 Date 06/30/2017 Amount 147.20				
002832 NORTRAX CANADA INC.	764109	06/15/2017	LANDFILL- V-BELTS	147.20
Invoice Count 1 Total				147.20

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 044216 Date 06/30/2017 Amount 2,179.93				
003138 OWEN SOUND POLICE SERVICES	3064-17	06/20/2017	POLICE- DISPATCH SERVICE	2,179.93
		Invoice Count	1 Total	2,179.93
Cheque 044217 Date 06/30/2017 Amount 8,415.12				
003824 PNC EQUIPMENT FINANCE	6-15-2017	06/15/2017	FIRE- EQUIP INSTALLMENT P	8,415.12
		Invoice Count	1 Total	8,415.12
Cheque 044218 Date 06/30/2017 Amount 6.50				
000520 PUROLATOR COURIER LTD	434999877	06/16/2017	NEW DEVELOPMENT- RECO\	6.50
		Invoice Count	1 Total	6.50
Cheque 044219 Date 06/30/2017 Amount 821.87				
003420 RADFORD GROUP LTD	6-6-2017- rec	06/06/2017	CAMPGROUND B- FUEL	268.73
003420 RADFORD GROUP LTD	6-6-2017-pw	06/06/2017	P/W BLYTH - FUEL FOR MAY	553.14
		Invoice Count	2 Total	821.87
Cheque 044220 Date 06/30/2017 Amount 117,463.50				
004665 ROBINSON FARM DRAINAGE LTD.	Payment Certificate	06/27/2017	JACKSON SCHULTZ MD- CON	117,463.50
		Invoice Count	1 Total	117,463.50
Cheque 044221 Date 06/30/2017 Amount 14,550.34				
004664 RUSSELL HENDRIX FOODSERVICE EQ	1147685	04/24/2017	HALL B- ICE MAKER	1,647.46
004664 RUSSELL HENDRIX FOODSERVICE EQ	1152106	05/10/2017	MEM HALL - PEG RACK	141.25
004664 RUSSELL HENDRIX FOODSERVICE EQ	1160136	06/08/2017	MEM HALL-CUTLERY	1,960.27
004664 RUSSELL HENDRIX FOODSERVICE EQ	1160391	06/09/2017	MEM HALL - WATER /WINE GI	1,502.36
004664 RUSSELL HENDRIX FOODSERVICE EQ	1160582	06/09/2017	MEM HALL - BEER GLASSES	576.98
004664 RUSSELL HENDRIX FOODSERVICE EQ	430236	06/12/2017	MEM HALL- KITCHEN POTS/U	1,389.73
004664 RUSSELL HENDRIX FOODSERVICE EQ	1161456	06/14/2017	MEM HALL- ROASTER	203.39
004664 RUSSELL HENDRIX FOODSERVICE EQ	1164147	06/21/2017	MEM HALL- PLATES, BOWLS,	7,128.90
		Invoice Count	8 Total	14,550.34
Cheque 044222 Date 06/30/2017 Amount 372.39				
002640 SCHMIDT'S POWER EQUIPMENT	24103	06/06/2017	P/W- 1 LB 105 CF33	30.45
002640 SCHMIDT'S POWER EQUIPMENT	24192	06/12/2017	P/W- STRINGHEAD	36.96
002640 SCHMIDT'S POWER EQUIPMENT	24321	06/20/2017	P/W- CHAINSAW EQUIPMENT	273.13
002640 SCHMIDT'S POWER EQUIPMENT	24368	06/23/2017	PARKS B- REPAIR EQUIPMEN	31.85
		Invoice Count	4 Total	372.39
Cheque 044223 Date 06/30/2017 Amount 17.56				
000569 SCRIMGEOUR'S FOOD MARKET	03011582013	06/23/2017	HALL B- SUPPLIES	17.56
		Invoice Count	1 Total	17.56
Cheque 044224 Date 06/30/2017 Amount 5,762.50				
001289 SPRING BREEZES GREENHOUSES	5-18-2017	05/18/2017	PARKS W & B- FLOWERS	5,344.90
001289 SPRING BREEZES GREENHOUSES	6-16-2017	06/16/2017	PARKS W- PETUNIAS	31.64

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor		Invoice	Invoice	Invoice	Invoice
Number	Name	Number	Date	Description	Amount
001289	SPRING BREEZES GREENHOUSES	6-216-2017-2	06/16/2017	PARKS B- FLOWERS FLAG G	385.96
				Invoice Count 3 Total	5,762.50
Report Total					217,726.86

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 004816 Date 06/20/2017 Amount 89.50				
000699 WINGHAM ADVANCE TIMES	WND0019464	04/30/2017	WATER- HYDRANT FLUSHING	89.50
		Invoice Count	1 Total	89.50
Cheque 004817 Date 06/22/2017 Amount 12,190.85				
002512 TOWNSHIP OF NORTH HURON	BFL -2017-W	01/01/2017	WATER- 2017 INSURANCE	12,190.85
		Invoice Count	1 Total	12,190.85
Cheque 004818 Date 06/30/2017 Amount 41,746.26				
001634 VEOLIA WATER CANADA INC	69438 w	06/23/2017	SERVICES FOR MONTH OF M	35,947.51
001634 VEOLIA WATER CANADA INC	69478-W	06/26/2017	WATER- 2016 R & M OVERAG	5,798.75
		Invoice Count	2 Total	41,746.26
Report Total				54,026.61

Accounts Payable

Paid Invoice History By Cheque Report - SEWER GENERAL TD CANADA TRUST

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 003358 Date 06/22/2017 Amount 16,562.69				
002512 TOWNSHIP OF NORTH HURON	BFL 2017-S	01/01/2017	SEWER- 2017 INSURANCE	16,562.69
		Invoice Count	1 Total	16,562.69
Cheque 003359 Date 06/30/2017 Amount 27,830.83				
001634 VEOLIA WATER CANADA INC	69438- S	06/23/2017	SEWER- MAY MONTHLY SER	23,965.02
001634 VEOLIA WATER CANADA INC	69478- S	06/26/2017	SEWER- 2016 R & M OVERAG	3,865.81
		Invoice Count	2 Total	27,830.83
Cheque 003360 Date 06/30/2017 Amount 616.52				
000629 MORAN MECHANICAL AND ELECTRICA	101229	06/05/2017	SEWER- CLEANOUT SEWER	616.52
		Invoice Count	1 Total	616.52
Report Total				45,010.04

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 000795 Date 06/19/2017 Amount 1,481.23				
000294 HYDRO ONE NETWORKS INC	May 2017-1532	05/30/2017	244 KWH- CEMETERY	78.17
000294 HYDRO ONE NETWORKS INC	May 2017-8056	05/30/2017	4313.4 KWH- ESTC/FIREB	886.18
000294 HYDRO ONE NETWORKS INC	May 2017-8593	05/30/2017	ESTC- PROGRAM 30.07 KWH	36.73
000294 HYDRO ONE NETWORKS INC	May 2017-3023	05/31/2017	2300.2 KWH- AIRPORT	480.15
Invoice Count 4 Total				1,481.23
Cheque 000796 Date 06/19/2017 Amount 47,820.45				
000535 RECEIVER GENERAL FOR CANADA	6-15-2017 - FT	06/15/2017	FT PAYROLL REMITTANCE	37,396.13
000535 RECEIVER GENERAL FOR CANADA	6-15-2017-Council	06/15/2017	COUNCIL PAYROLL REMITTA	202.22
000535 RECEIVER GENERAL FOR CANADA	6-15-2017-PT	06/15/2017	PT PAYROLL REMITTANCE	10,222.10
Invoice Count 3 Total				47,820.45
Cheque 000797 Date 06/20/2017 Amount 1,795.67				
003224 HURONTEL	10885850-6-2017	06/01/2017	EC DEV- CELL PHONE	76.27
003224 HURONTEL	10886810-6-2017	06/01/2017	TOWNHALL/PW- PHONE/INTE	645.04
003224 HURONTEL	10886812-6-2017	06/01/2017	REC ADMIN- PHONE/INTERNI	302.71
003224 HURONTEL	10886813-6-2017	06/01/2017	OEY- TELEPHONE/INTERNET	158.77
003224 HURONTEL	10886815	06/01/2017	AIRPORT- PHONE/INTERNET	96.52
003224 HURONTEL	10886818-6-2017	06/01/2017	FIRE W- PHONE/INTERNET	153.74
003224 HURONTEL	10886858-6-2017	06/01/2017	POLICE- PHONE/INTERNET	236.81
003224 HURONTEL	10886860-6-2017	06/01/2017	P/W W - PHONE/INTERNET	96.69
003224 HURONTEL	10886861-6-2017	06/01/2017	MUSEUM- PHONE/INTERNET	29.12
Invoice Count 9 Total				1,795.67
Cheque 000798 Date 06/20/2017 Amount 508.61				
000294 HYDRO ONE NETWORKS INC	May 2017-0523	06/01/2017	47 KWH- 311 HAMILTON ST S	15.43
000294 HYDRO ONE NETWORKS INC	May 2017-1693	06/01/2017	538 KWH- HUTTON STREETLI	127.69
000294 HYDRO ONE NETWORKS INC	May 2017-8461	06/01/2017	231 KWH- AIRPORT LIGHTS	57.17
000294 HYDRO ONE NETWORKS INC	May 2017-8480	06/01/2017	396 KWH- AUBURN STREETLI	96.68
000294 HYDRO ONE NETWORKS INC	May 2017-8882	06/01/2017	896 KWH- HUMPHREY STLIGI	211.64
Invoice Count 5 Total				508.61
Cheque 000799 Date 06/21/2017 Amount 81.13				
000052 BELL CANADA	6-1-2017	06/01/2017	POLICE- PHONE	81.13
Invoice Count 1 Total				81.13
Cheque 000800 Date 06/21/2017 Amount 378.55				
000053 BELL MOBILITY	6-8-2017	06/08/2017	POLICE- CELL PHONES	378.55
Invoice Count 1 Total				378.55
Cheque 000801 Date 06/21/2017 Amount 60.65				
000294 HYDRO ONE NETWORKS INC	May 2017-7867	06/02/2017	169KWH- 850 JOSEPHINE ST	60.65
Invoice Count 1 Total				60.65
Cheque 000802 Date 06/21/2017 Amount 389.10				

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000594 SPARLINGS PROPANE	88250105477648	05/03/2017	ESTC- PROPANE	389.10
		Invoice Count	1 Total	389.10
Cheque 000803	Date 06/21/2017	Amount	1,569.12	
004311 TELUS	5-31-2017	05/31/2017	CELL PHONES	1,569.12
		Invoice Count	1 Total	1,569.12
Cheque 000804	Date 06/21/2017	Amount	137.46	
001365 TOWNSHIP OF NORTH HURON WATER	255610	06/20/2017	WATER REVENUE PAID TO G	137.46
		Invoice Count	1 Total	137.46
Cheque 000805	Date 06/21/2017	Amount	8,906.68	
000721 W S I B	5-31-2017	05/31/2017	MAY 2017 PREMIUM	8,906.68
		Invoice Count	1 Total	8,906.68
Cheque 000806	Date 06/23/2017	Amount	269.12	
002697 TUCKERSMITH COMMUNICATIONS CO	11283616-6-2017	06/01/2017	ARENA/HALL B- TELEPHONE	60.96
002697 TUCKERSMITH COMMUNICATIONS CO	11283708-6-2017	06/01/2017	ESTC- PHONE/INTERNET	57.48
002697 TUCKERSMITH COMMUNICATIONS CO	11283710-6-2017	06/01/2017	P/W BLYTH PHONE/INTERNE	150.68
		Invoice Count	3 Total	269.12
Cheque 000807	Date 06/26/2017	Amount	28.89	
003329 EASTLINK	2533357	06/03/2017	EL- TELPHONE	28.89
		Invoice Count	1 Total	28.89
Cheque 000808	Date 06/26/2017	Amount	5,480.31	
000294 HYDRO ONE NETWORKS INC	May 2017- 1401	06/06/2017	597.8 KWH-EW SHOP	152.83
000294 HYDRO ONE NETWORKS INC	May 2017-0983	06/06/2017	12160 KWH- CAMP #8 ENTRA	5,061.22
000294 HYDRO ONE NETWORKS INC	May 2017-4071	06/07/2017	211.14 KWH- 377 GYPSY LANI	70.57
000294 HYDRO ONE NETWORKS INC	May 2017-4633	06/07/2017	.052 KWH- 377 GYPSY OTHR	31.12
000294 HYDRO ONE NETWORKS INC	May 2017-6627	06/07/2017	423.6KWH- 429 MILL STREET	115.41
000294 HYDRO ONE NETWORKS INC	May 2017-7304	06/07/2017	90.72 KWH- 423 MIL STREET	49.16
		Invoice Count	6 Total	5,480.31
Cheque 000809	Date 06/28/2017	Amount	82.76	
000294 HYDRO ONE NETWORKS INC	May 2017-3303	06/09/2017	268.4256 KWH-LANDFILL	82.76
		Invoice Count	1 Total	82.76
Cheque 000810	Date 06/28/2017	Amount	2,350.76	
000687 WESTARIO POWER INC.	2103627174	06/09/2017	1788 KWH- MUSEUM	321.16
000687 WESTARIO POWER INC.	2103627179	06/09/2017	1558 KWH- FIRE HALL W	254.10
000687 WESTARIO POWER INC.	2103627180	06/09/2017	1596.9 KWH- 445 JOSEPHINE	271.08
000687 WESTARIO POWER INC.	2103627186	06/09/2017	249 KWH- CRUICKSHANK PAI	65.94
000687 WESTARIO POWER INC.	2103627208	06/09/2017	241 KWH- 250 JOHN ST ST LI	58.26
000687 WESTARIO POWER INC.	2103627222	06/09/2017	4797 KWH- 166 JOHN ST	708.35
000687 WESTARIO POWER INC.	2103627228	06/09/2017	71.81 KWH- PUMP HOUSE	37.21
000687 WESTARIO POWER INC.	2103627231	06/09/2017	288 KWH- JOSEPHINE ST LIG	64.18
000687 WESTARIO POWER INC.	2103627238	06/09/2017	118.94 KWH- PARK DR SNACI	44.93

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000687 WESTARIO POWER INC.	2103627239	06/09/2017	280 KWH- PARK DR. BALL PA	63.36
000687 WESTARIO POWER INC.	2103627241	06/09/2017	1908.7 KWH- VIC & JOS ST LIK	272.60
000687 WESTARIO POWER INC.	2103627242	06/09/2017	1264 KWH- ALF & JOS ST LIGI	189.59
Invoice Count 12 Total				2,350.76
Cheque 000811 Date 06/30/2017 Amount 10,108.62				
000535 RECEIVER GENERAL FOR CANADA	6-29-2017-Fire	06/29/2017	FIRE- PAYROLL REMITTANCE	315.00
000535 RECEIVER GENERAL FOR CANADA	6-29-2017-PT	06/29/2017	PT PAYROLL REMITTANCE	9,793.62
Invoice Count 2 Total				10,108.62
Cheque 000812 Date 06/30/2017 Amount 40,602.83				
000535 RECEIVER GENERAL FOR CANADA	FT 6-29-2017	06/29/2017	FT PAYROLL REMITTANCE	40,602.83
Invoice Count 1 Total				40,602.83
Report Total				122,051.94

Accounts Payable

Paid Invoice History By Cheque Report - WATER INTERNET/PRE-AUTHORIZED PAYMENTS

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 000495	Date 06/20/2017	Amount	487.10	
003224 HURONTEL	10886873-6-2017	06/01/2017	WATER TOWER- INTERNET	210.07
003224 HURONTEL	10886875-6-2017	06/01/2017	WATER- WELL 3- INTERNET	67.74
003224 HURONTEL	10886878-6-17	06/01/2017	WELL 4 - PHONE	96.35
003224 HURONTEL	10886915-6-2017	06/01/2017	WATER- PUC SHED- INTERNET	112.94
		Invoice Count	4 Total	487.10
Cheque 000496	Date 06/21/2017	Amount	98.51	
000052 BELL CANADA	519-357-9942-6-17	06/01/2017	WATER- TELEPHONE-357-9942	98.51
		Invoice Count	1 Total	98.51
Cheque 000497	Date 06/21/2017	Amount	248.60	
004311 TELUS	5-31-2017-W	05/31/2017	WATER CELL PHONES	248.60
		Invoice Count	1 Total	248.60
Cheque 000498	Date 06/22/2017	Amount	711.00	
002512 TOWNSHIP OF NORTH HURON	Z6Q9U8	06/22/2017	TAXES PAID TO WATER IN EF	711.00
		Invoice Count	1 Total	711.00
Cheque 000499	Date 06/23/2017	Amount	118.41	
002697 TUCKERSMITH COMMUNICATIONS CO.	11224287-6-2017	06/01/2017	PUMP STN- WATER- PHONE	31.83
002697 TUCKERSMITH COMMUNICATIONS CO.	11283709-6-2017	06/01/2017	BLYTH WATER PLANT - PHONE	86.58
		Invoice Count	2 Total	118.41
Cheque 000500	Date 06/26/2017	Amount	714.94	
000294 HYDRO ONE NETWORKS INC	May 2017-9904	06/07/2017	3360 KWH- 377 GYPSY WELL	714.94
		Invoice Count	1 Total	714.94
Cheque 000501	Date 06/28/2017	Amount	600.78	
000687 WESTARIO POWER INC.	2103627226	06/09/2017	346 KWH- 435 MINNIE ST	86.03
000687 WESTARIO POWER INC.	2103627227	06/09/2017	1573 KWH- 435 MINNIE ST	268.64
000687 WESTARIO POWER INC.	2103627249	06/09/2017	1474.9 KWH- WATERTOWER	246.11
		Invoice Count	3 Total	600.78
Report Total				2,979.34

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 06/22/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 501145 Date 07/05/2017 Amount 5,799.97				
001490 ALLAN AVIS ARCHITECTS INC	5278	06/15/2017	COMPLEX- ROOFING REPOR	5,799.97
		Invoice Count	1 Total	5,799.97
Cheque 501146 Date 07/05/2017 Amount 732.36				
001209 BLYTH BUILDING SUPPLIES LTD.	11205	05/01/2017	ARENA B- SCREWS	39.39
001209 BLYTH BUILDING SUPPLIES LTD.	11207	05/01/2017	P/W- LAG ANCHORS, DRILL E	9.03
001209 BLYTH BUILDING SUPPLIES LTD.	11288	05/04/2017	P/W- TANK FOR FLOWERS	14.44
001209 BLYTH BUILDING SUPPLIES LTD.	11347	05/08/2017	CAMPGROUND B- CLAMPS	6.75
001209 BLYTH BUILDING SUPPLIES LTD.	11353	05/08/2017	ARENA B- QUICK PLUM	30.49
001209 BLYTH BUILDING SUPPLIES LTD.	11361	05/09/2017	ARENA B- CLAMPS, PAINT, R	64.25
001209 BLYTH BUILDING SUPPLIES LTD.	11405	05/09/2017	PARKS B- RAKE	23.72
001209 BLYTH BUILDING SUPPLIES LTD.	11407	05/10/2017	PARKS B- MANURE FORK	59.88
001209 BLYTH BUILDING SUPPLIES LTD.	11412	05/11/2017	ARENA B- HOLES AW BIT	22.81
001209 BLYTH BUILDING SUPPLIES LTD.	11469	05/12/2017	PARKS B- LUMBER	65.09
001209 BLYTH BUILDING SUPPLIES LTD.	11521	05/15/2017	ARENA B- HOLES AW BIT, TAI	83.82
001209 BLYTH BUILDING SUPPLIES LTD.	11613	05/15/2017	P/W- BLACK TREMCLAD	38.36
001209 BLYTH BUILDING SUPPLIES LTD.	11557	05/16/2017	PARKS B- SCREWS	7.91
001209 BLYTH BUILDING SUPPLIES LTD.	11647	05/17/2017	ARENA B- TAPE, GLUE	10.37
001209 BLYTH BUILDING SUPPLIES LTD.	11614	05/18/2017	PARKS B- GARDEN HOSE, CO	75.07
001209 BLYTH BUILDING SUPPLIES LTD.	11634	05/19/2017	PARKS B- BALL VALVES	35.01
001209 BLYTH BUILDING SUPPLIES LTD.	11682	05/28/2017	P/W- BATTERIES	14.68
001209 BLYTH BUILDING SUPPLIES LTD.	11816	05/29/2017	ARENA B- TOILET CLEANER	16.92
001209 BLYTH BUILDING SUPPLIES LTD.	11837	05/30/2017	PARKS B- SPRAYER, HOSE	102.29
001209 BLYTH BUILDING SUPPLIES LTD.	11878-2017	05/31/2017	ARENA B- ALLEN KEY SET	12.08
		Invoice Count	20 Total	732.36
Cheque 501147 Date 07/05/2017 Amount 966.15				
002743 BRANDT SECURITY	18135	06/28/2017	MEM HALL- KEYS AND KEYFO	966.15
		Invoice Count	1 Total	966.15
Cheque 501148 Date 07/05/2017 Amount 28.82				
004526 BRENDA QUIPP	6-9-2017	06/09/2017	DAY CARE- STAMPS	28.82
		Invoice Count	1 Total	28.82
Cheque 501149 Date 07/05/2017 Amount 17.00				
004447 BRITTANY WEBER	6-16-2017	06/16/2017	BA-SH- BANDAIDS, ALCOHOL	17.00
		Invoice Count	1 Total	17.00
Cheque 501150 Date 07/05/2017 Amount 621.50				
004328 CIMCO REFRIGERATION	90575438	06/09/2017	ARENA B- PERFORM TOPENI	621.50
		Invoice Count	1 Total	621.50
Cheque 501151 Date 07/05/2017 Amount 170.66				
002982 COMCO FASTENERS INC	17/0841	05/11/2017	P/W- ANCHORS, BRAKE CLE	25.54
002982 COMCO FASTENERS INC	17/0881	05/18/2017	P/W- BRAKE CLEANER	7.63

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 06/22/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
002982 COMCO FASTENERS INC	17/1167	06/22/2017	LANDFILL- BOLTS, NUTS	137.49
		Invoice Count	3 Total	170.66
Cheque 501152 Date 07/05/2017 Amount 26.27				
003299 DARCH FIRE	63464	06/14/2017	FIRE-AMBER MARKER LIGHT	26.27
		Invoice Count	1 Total	26.27
Cheque 501153 Date 07/05/2017 Amount 305.55				
000199 DONNA WHITE	6-16-2017	06/16/2017	ADMIN- AMCTO CONFERENC	271.80
000199 DONNA WHITE	6-26-2017	06/26/2017	ADMIN- MILEAGE BENEFIT M	33.75
		Invoice Count	2 Total	305.55
Cheque 501154 Date 07/05/2017 Amount 200.00				
001642 EMILY PHILLIPS	6-24-2017	06/24/2017	CIVIL MARRIAGES- JUNE	200.00
		Invoice Count	1 Total	200.00
Cheque 501155 Date 07/05/2017 Amount 590.68				
004549 GSS ENGINEERING CONSULTANTS LT 155-17		06/21/2017	HOWSON DAM - ENVIR ASSE	590.68
		Invoice Count	1 Total	590.68
Cheque 501156 Date 07/05/2017 Amount 356.22				
003281 HOWSON TRANSPORTATION INC	3312815	05/31/2017	FIRE- DIESEL FOR MAY	356.22
		Invoice Count	1 Total	356.22
Cheque 501157 Date 07/05/2017 Amount 83.00				
003124 JIM RENWICK	6-15-2017	06/15/2017	ANIMAL CONTROL- CALL	83.00
		Invoice Count	1 Total	83.00
Cheque 501158 Date 07/05/2017 Amount 1,951.21				
000322 JOE KERR LTD	W49016	06/06/2017	FIRE- REPAIR LADDER 2 TRL	1,141.28
000322 JOE KERR LTD	W49127	06/16/2017	P/W- REPAIR BRAKES NH06-1	744.21
000322 JOE KERR LTD	W49162	06/21/2017	LANDFILL- PART FOR COMP/	65.72
		Invoice Count	3 Total	1,951.21
Cheque 501159 Date 07/05/2017 Amount 366.52				
000343 KATHY ADAMS	6-26-2017	06/26/2017	ADMIN-PSB CONFERENCE	366.52
		Invoice Count	1 Total	366.52
Cheque 501160 Date 07/05/2017 Amount 260.05				
000352 KITSUPPLY	141597	06/13/2017	DAY CARE- JANITORIAL SUP	260.05
		Invoice Count	1 Total	260.05
Cheque 501161 Date 07/05/2017 Amount 62.50				
000372 LIFESAVING SOCIETY	152004	06/05/2017	POOL- LIFEGUARD TRAINING	62.50
		Invoice Count	1 Total	62.50

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 06/22/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 501162 Date 07/05/2017 Amount 311.87				
000381 LYNN HOY ENTERPRISES	10786	06/20/2017	P/W- REPLACED STARTER A	311.87
			Invoice Count 1 Total	311.87
Cheque 501163 Date 07/05/2017 Amount 100.00				
000389 MAITLAND VALLEY CONSERVATION	6876	04/25/2017	HALLAHAN DRAIN MAINTENANCE	100.00
			Invoice Count 1 Total	100.00
Cheque 501164 Date 07/05/2017 Amount 5,934.88				
000444 MUNICIPALITY OF MORRIS TURNBERG	5425	06/13/2017	MAY 2017 BUILDING DEPARTMENT	5,934.88
			Invoice Count 1 Total	5,934.88
Cheque 501165 Date 07/05/2017 Amount 861.07				
001215 NEIL VINCENT	6-20-2017	06/20/2017	COUNCIL- OGRA EXPENSES	861.07
			Invoice Count 1 Total	861.07
Cheque 501166 Date 07/05/2017 Amount 126.13				
004518 NICOLE GRAF	6-29-2017	06/29/2017	P/W- MILEAGE/SUPPLIES	126.13
			Invoice Count 1 Total	126.13
Cheque 501167 Date 07/05/2017 Amount 734.50				
002966 ONTARIO ASSOC. OF FIRE CHIEFS	54683	06/20/2017	FIRE- JOB POSTINGS	734.50
			Invoice Count 1 Total	734.50
Cheque 501168 Date 07/05/2017 Amount 67.80				
003189 PAUL COOK ELECTRIC	3369	06/09/2017	ESTC- DISCONNECT SMOKEI	67.80
			Invoice Count 1 Total	67.80
Cheque 501169 Date 07/05/2017 Amount 172.13				
002355 ROBERT'S FARM EQUIPMENT	P59958	05/01/2017	P/W- COLLARS, LINCH PINS	12.67
002355 ROBERT'S FARM EQUIPMENT	P60867	06/06/2017	PW/CEMETERY BLADES	139.17
002355 ROBERT'S FARM EQUIPMENT	P61348	06/22/2017	P/W- FUEL FILTER ASSEMBLY	20.29
			Invoice Count 3 Total	172.13
Cheque 501170 Date 07/05/2017 Amount 75.00				
004289 ROYAL CANADIAN MOUNTED POLICE	1800000907	06/06/2017	POLICE- FINGERPRINT SEARCH	75.00
			Invoice Count 1 Total	75.00
Cheque 501171 Date 07/05/2017 Amount 2,785.05				
004644 RYAN LADNER	6-14-2017	06/14/2017	FIRE-FOOD/CLOTHING/REGISTRATION	2,785.05
			Invoice Count 1 Total	2,785.05
Cheque 501172 Date 07/05/2017 Amount 524.47				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 06/22/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004330 SEPOY WIRING	10566	06/07/2017	AIRPORT- BREAKER/MOTOR	524.47
		Invoice Count	1 Total	524.47
Cheque 501173 Date 07/05/2017 Amount 480.25				
003363 SIMPLY ASSEMBLY	13654	06/21/2017	FITNESS- MAINTAIN FITNESS	480.25
		Invoice Count	1 Total	480.25
Cheque 501174 Date 07/05/2017 Amount 19.56				
004130 SONYA GIBSON	6-12-2017	06/12/2017	DAY CARE- SUPPLIES	19.56
		Invoice Count	1 Total	19.56
Cheque 501175 Date 07/05/2017 Amount 83.62				
000620 SWAN DUST CONTROL LTD	3784884	05/11/2017	DAY CARE- MATS	23.56
000620 SWAN DUST CONTROL LTD	3791760	05/25/2017	DAY CARE- MATS	23.56
000620 SWAN DUST CONTROL LTD	3806223	06/22/2017	POLICE- MATS/MOPS	36.50
		Invoice Count	3 Total	83.62
Cheque 501176 Date 07/05/2017 Amount 335.05				
001930 TIESMA INDUSTRIAL COVERINGS	G17053129	05/31/2017	FIRE- ALUMINUM ARCHES FC	335.05
		Invoice Count	1 Total	335.05
Cheque 501177 Date 07/05/2017 Amount 26.96				
004570 TIFFANY SEIP	6-22-2017	06/22/2017	DAY CARE- HOSE, NOZZLE	26.96
		Invoice Count	1 Total	26.96
Cheque 501178 Date 07/05/2017 Amount 16.09				
001796 TIM HORTON'S	6-12-2017	06/12/2017	ESTC- MEALS	16.09
		Invoice Count	1 Total	16.09
Cheque 501179 Date 07/05/2017 Amount 437.31				
000738 TIM POOLE	6-21-2017	06/21/2017	POLICE- CHIEFS OF POLICE	437.31
		Invoice Count	1 Total	437.31
Cheque 501180 Date 07/05/2017 Amount 125.87				
003270 TRISHA MCLEAN	6-9-2017	06/09/2017	DAY CARE- SUPPLIES	125.87
		Invoice Count	1 Total	125.87
Cheque 501181 Date 07/05/2017 Amount 1,334.45				
004266 USTI CANADA INC	SI-105773	06/27/2017	LANDFILL- KEYSTONE/SCALE	1,334.45
		Invoice Count	1 Total	1,334.45
Cheque 501182 Date 07/05/2017 Amount 51.98				
004451 VANESSA MARKS	6-15-2017	06/15/2017	DAY CARE- CRAFT SUPPLIES	51.98
		Invoice Count	1 Total	51.98

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 06/22/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 501183 Date 07/05/2017 Amount 17,967.00				
000682 VODDEN BENDER & SEEBACH	6-22-2017	06/22/2017	ADMIN- AUDITING SERVICES	17,967.00
		Invoice Count	1 Total	17,967.00
Cheque 501184 Date 07/05/2017 Amount 57.60				
002667 WEST COAST DISTRIBUTING	10002121	03/03/2017	CONC B- SUPPLIES	33.90
002667 WEST COAST DISTRIBUTING	10002166	03/07/2017	CONC W- SUPPLIES	56.59
002667 WEST COAST DISTRIBUTING	10002169	03/07/2017	CREDIT	-159.85
002667 WEST COAST DISTRIBUTING	10003614	06/13/2017	CONC W- SUPPLIES	126.96
		Invoice Count	4 Total	57.60
Cheque 501185 Date 07/05/2017 Amount 484.54				
000699 WINGHAM ADVANCE TIMES	WCN00049944	04/30/2017	P/W- WESTMORELAND ST AI	394.14
000699 WINGHAM ADVANCE TIMES	WND0019345	04/30/2017	EC DEV- VOLUNTEER AD	90.40
		Invoice Count	2 Total	484.54
Report Total				45,651.64

Accounts Payable
GENERAL DIRECT DEPOSIT 9801014
Cheque Register - 06/21/2017

Invoice Payee Number	Invoice Date Type	Cheque Amount	Cheque Number
000421 MICROAGE BASICS			
221101	EL- PAGE PROTECTORS, LABELS 05/01/2017 I	74.22	501142
221179	REC ADMIN- NOTEBOOK BAG 05/01/2017 I	51.82	501142
221395	BASH- TONERS 05/03/2017 I	458.64	501142
221757	REC- PAPER, COLOURED PAPER 05/05/2017 I	141.49	501142
221810	REC ADMIN- PENS 05/05/2017 I	5.97	501142
222539	OEY- PAPER 05/11/2017 I	47.45	501142
222540	OEY- COLOURED PAPER 05/11/2017 I	86.85	501142
222907	MEM HALL- BATTERIES 05/15/2017 I	85.85	501142
222945	DAY CARE- FILE FOLDERS 05/16/2017 I	12.42	501142
223135	DAY CARE- FLASH DRIVE 05/17/2017 I	10.72	501142
223254	P/W- FLASH DRIVE 05/18/2017 I	21.46	501142
223338	DAY CARE- STAPLES 05/18/2017 I	5.85	501142
223684	ESTC- OFFICE SUPPLIES 05/23/2017 I	232.33	501142
223757	OEY- LAMINATOR CARTRIDGE 05/24/2017 I	156.20	501142
224170	P/W- FLASH DRIVE- BINDERS 05/26/2017 I	36.09	501142
224365	REC ADMIN- LEGAL PAPER 05/29/2017 I	45.15	501142
224603	ESTC- OFFICE SUPPLIES 05/30/2017 I	296.48	501142
224798	ESTC- STAPLES 05/31/2017 I	6.83	501142
405682	ESTC- PENS, FLASH DRIVES 05/02/2017 I	20.47	501142
405724	ESTC- OFFICE SUPPLIES 05/03/2017 I	56.98	501142
405725	ESTC- DESKTOP ORGANIZER 05/03/2017 I	4.97	501142
405754	OEY- OFFICE SUPPLIES 05/03/2017 I	218.92	501142
405789	ADMIN- OFFICE SUPPLIES 05/03/2017 I	437.10	501142
405987	ESTC- VERTICAL SORTER 05/05/2017 I	20.39	501142
406772	MEM HALL- LANYARDS/LABELS 05/19/2017 I	77.05	501142
406993	ESTC- BINDERS, PENS 05/25/2017 I	85.87	501142
407000	ESTC- MOUSE/MOUSE PAD 05/25/2017 I	53.94	501142
Cheque Amount -		2,751.51	
000444 MUNICIPALITY OF MORRIS TURNBERRY			
4-3-2017-June	AIRPORT- JUNE PROPERTY TAXE 04/03/2017 I	2,182.00	501143
Cheque Amount -		2,182.00	
000161 TREASURER, COUNTY OF HURON			
6-19-2017	REC PROG. -SCHOOL AGE TRAINI 06/19/2017 I	50.00	501144
Cheque Amount -		50.00	
Cheque Run Total -		4,983.51	

45,651.64

Total 50,635.15

Accounts Payable

Paid Invoice History By Cheque Report - SEWER PRE-AUTHORIZED PAYMENTS

Cheque Date 06/17/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor		Invoice	Invoice	Invoice	Invoice
Number	Name	Number	Date	Description	Amount
Cheque 900059		Date 06/20/2017	Amount	164.09	
003224	HURONTEL	10886876-6-2017	06/01/2017	SEWER- PUMPING STN- PHO	96.35
003224	HURONTEL	10886877-6-2017	06/01/2017	SEWER- TREATMENT PLANT.	67.74
				Invoice Count 2 Total	164.09
Cheque 900060		Date 06/23/2017	Amount	97.26	
002697	TUCKERSMITH COMMUNICATIONS CO.	11286584-6-2017	06/01/2017	BLYTH SEWAGE TREATMT- F	97.26
				Invoice Count 1 Total	97.26
Report Total					261.35



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 04/07/2017
SUBJECT: Clerk's Department Update
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the July 4, 2017 report of the Clerk's Department activities for information purposes.

EXECUTIVE SUMMARY

The Clerk provides periodic updates to Council on the activities of the Clerk's Department.

DISCUSSION

1. Administration

Preparation of agendas and minutes in eSCRIBE for meetings and posting on website.

Processing of planning applications.

Preparation of Council reports minutes and by-laws.

Review of HR and Health & Safety policies.

Attended PSB Conference.

Attended Huron County Elections Working Group meetings.

Attended Huron County AODA Working Group meeting.

Met with Records Management Co-ordinators from each department for status update and process reports.

2. Information Technology

Configured extension of Wingham network to ESTC.

Researching hardware requirements for Legend Recreation software.

Completed IT items at Memorial Hall.

Set up accounts for new staff members, configured computer, phone and other related equipment.

Co-ordinated Huron County WebGIS Training for staff.

Various daily tasks (install updates, set up new accounts, repair equipment).

3. Health & Safety

Continuing review of Health and Safety Management Systems.

Beginning implementation of MSDS Online to ensure Safety Data Sheet inventory if complete, up to date and available to all employees.

Delivered orientation training for new staff member and students.

4. Child Care Services

General

Staff completed College of Early Childhood Educators Continuous Professional Learning module on line as a group. This is a Mandatory first step in their Membership.

We have implemented a Public Face Book Page “North Huron Children’s Programs” and response has been very positive.

We have two Fanshawe Students completing placements this summer.

Day Care

We have completed summer surveys and we will be busy for the summer as well.

We have no infant spaces available as this program is full.

Preschool now 24/32, Toddlers 18/25, Infants 10/10.

We are currently working on a waitlist for January infants, and preschoolers for September.

Early Learning Site

We have a large group of JK/SK so we will be running a group of 24/24.

Before and After Maitland River

Program is gearing down for the end of the school year. September registrations are consistent.

Before and After Sacred Heart

This program remained steady all year and most will return in the fall.

Early Years

Summer programming has been initiated. Check local programs for outdoor opportunities.

5. Museum Summer Programs

William Stevenson has been hired as our Summer Museum Curator and began his employment in May. Part of the Curator’s wages will be covered by a Summer Canada grant program.

William is busy cataloguing archives, doing genealogical research and offering tours and programs to visitors to the Museum.

FINANCIAL IMPACT

None of the items in this report have a direct financial impact on the budget.

FUTURE CONSIDERATIONS

No items for future consideration.

RELATIONSHIP TO STRATEGIC PLAN

Goal 4 – Our administration is fiscally responsible and strives for operational excellence.



Kathy Adams, Clerk



Sharon Chamber, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Pat Newson, Director of Recreation and Facilities
DATE: 04/07/2017
SUBJECT: Recreation and Facilities 07-04-2017 Department update
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the Activity Report of the Director of Recreation and Facilities, dated July 4, 2017, for information purposes.

EXECUTIVE SUMMARY

The Director of Recreation and Facilities provides a monthly report of department activities and ongoing projects to keep Council informed.

DISCUSSION

Blyth Memorial Community Hall

The facility has been turned over to the tenants, however staff continue to work through some of the final project details. The Blyth Festival has their season grand opening Friday June 30. Project wrap up will continue through the summer. The Blyth Memorial Community Hall Renovation Committee hosted a Sneak Peak Contractor Thank you night at the facility on Thursday June 29, 2017. Reeve Vincent brought greetings on behalf of North Huron.

Membership Report

Council requested a North Huron Westcast Community Complex membership report. After discussing the request with staff, we are proposing that the report will come to Council at budget time in the fall. A lot of the information is gathered to prepare for upcoming budgets, and the report will be prepared at this time for Council.

Airport Study

Huron County has hired Explorer Solutions to look at options for both the Wingham Richard W. LeVan Airport and the Goderich Airport. The County issued an RFP for the work, and the winning proposal was from Explorer Solutions. Huron County Economic Development Department is the lead on this study, and funding has come from the Huron County Economic Development Department.

Huron County is looking to analyze potential opportunities for new revenue streams to reduce operating costs and potentially create a revenue source for both the Town of Goderich and North Huron at their respective airports. Opportunity analysis should include, but is not expected to be limited to

- Expanded tenant opportunities
- Farm-land revenues
- Forest-land revenues
- Aeronautics industry expansion/diversification opportunities

- Aeronautics industry tenant opportunities
- Potential shared services options between both airports
- Additional hangar sales or lease opportunities
- Information on the airports replacement value, life expectancy of the asset, maintenance plan and funding that needs to be placed in reserves annually to maintain and replace the asset at their end of life expectancy.

Explorer Solutions is hosting a local focus group on Wednesday July 19 and setting up one on one interviews with airport and local business stakeholders. The interviews and focus group is by invitation. To date Explorer solutions have visited the Wingham and Goderich airports, Huron County hosted a kick off meeting with the stakeholders of the study, and Tetra Tech engineers are scheduled for a site visit at the Richard W. LeVan Airport for the week of July 3. The final report will be circulated the week of November 6, 2017.

Wingham Community Trail Project

The Wingham Trail Committee has secured funding through the TD Tree Days program. Staff have reviewed the plan and are supportive of the new plantings along the trail. The plantings are low maintenance and will reduce grass cutting, and provide naturalized beautification along the trail. There are two planting locations as part of the program, one is located near the Lion's Pavilion in the parks, and the other is located further south on the trail from that location. All the labour and funding for the program is provided by the Trail Committee and the TD Tree Days program. Staff will provide support as needed, however the bulk of the work is being completed by others.

Threshers Log Cabin

The Threshers received their building permit to proceed with the project to add a veranda onto their Log Cabin. They are working directly with Dave Cook, Facility Manager, to establish their work schedule and public safety plan during construction.

Transfigured Town Inc. Event

Staff are meeting weekly with Transfigured Town Inc. for the Festival of Wizardry event, proposed to be held at the Blyth Campground October 14 & 15, 2017. To date planning is going smoothly and staff will present details of the event plan at the July 17, 2017 Council meeting. There is a detailed schedule of plans required to be submitted to staff by Transfigured Town Inc. They have met those submission deadlines and staff are currently reviewing each of the plans and are encouraged by the level of detail and planning associated with each. Staff can report that the planning process is going very well.

Wingham Museum Feasibility Study

Allan Avis Architects have been hired to perform a building feasibility study for the North Huron Museum. The budget for this project was \$15,000. The proposal is in two phases with a total project cost of \$11,450 plus reimbursable expenses. The timing is to have results to Council prior to budget deliberations.

FINANCIAL IMPACT

None

FUTURE CONSIDERATIONS

Next department update report is Tuesday August 8, 2017.

RELATIONSHIP TO STRATEGIC PLAN

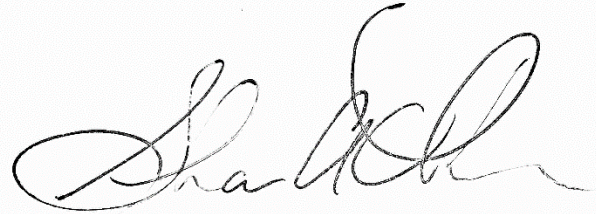
Our community is Healthy and Safe

Our community is attractive and welcoming to new businesses and residents.

Our administration is fiscally responsible and strives for operational excellence.



Pat Newson, Director of Recreation and
Facilities



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sharon Chambers CAO
DATE: 29/06/2017
SUBJECT: CAO Recruitment Update
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the report of the (former) CAO for information purposes regarding an update on the CAO recruitment process.

EXECUTIVE SUMMARY

N.G. Bellchamber and Associates was hired by the Township to conduct a CAO search and oversee the hiring process.

DISCUSSION

The job posting closed on June 22nd. The interview team, consisting of Reeve Vincent and Councillor Ritsema-Teeninga, Councillor Seip, and Nigel Bellchamber met to review and approve the short list of candidates on June 26th.

Interviews will take place on July 4th.

Interim CAO Larry McGregor and Reeve Vincent will provide future updates to Council on the status of the recruitment.

FINANCIAL IMPACT

N/A

FUTURE CONSIDERATIONS

Discuss future impacts of project or activity, if any

RELATIONSHIP TO STRATEGIC PLAN

Goal #4 – Our administration is fiscally responsible and strives for operational excellence

Sharon Chambers, CAO



CORRESPONDENCE
Council Meeting July 04, 2017

DATE	FROM	REGARDING	ACTION	FILE
Jun-15	AMO Communications	AMO Watchfile June 15, 2017		
Jun-16	LAS	LAS Services		
Jun-20	AMO Update	AMO Report to Member Municipalities Highlights of June 2017 Board Meeting		
Jun-21	AMO Update	New Federal-Provincial Agreement on Child Care and Early Learning Results in More Funding for Ontario		
Jun-22	AMO	AMO Watchfile June 22, 2017		
Jun-23	Office of the Minister of Finance	Canada 150 Flags GST/HST		
Jun-23	Lions Club of Wingham	Youth Exchange Program July 2017		
Jun-26	The Barn Dance Opera Journal	Summer Edition 2017		
Jun-28	LAS Communications	Fall 2017 LAS/MFOA Investment Basics Workshops		
Jun-28	Ministry of Education	Ontario's Plan to Strengthen Rural and Northern Education		

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister
77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: (416) 326-3074
Fax: (416) 326-3083

**Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales**

Bureau du ministre
77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
Téléc. : 416 326-3083



Ministry of Infrastructure

Office of the Minister
Hearst Block, 8th Floor
900 Bay Street
Toronto, Ontario M7A 1L2
Telephone: 416-325-6666
Fax: 416-314-5464

Ministère de l'Infrastructure

Bureau du ministre
Édifice Hearst, 8e étage
900, rue Bay
Toronto (Ontario) M7A 1L2
Téléphone : 416 325-6666
Télécopieur : 416 314-5464

June 26, 2017

Mr. Neil Vincent
Reeve
Township of North Huron
nvincent@northhuron.ca

Dear Reeve Vincent:

As part of the largest infrastructure investment in Ontario's history, our government is committed to helping rural communities improve vital local infrastructure. That's why we are tripling the Ontario Community Infrastructure Fund (OCIF) annually to \$300 million by 2019, and providing communities like yours with more stable, predictable and bankable OCIF formula funding.

This year, the Top-Up Application Component of OCIF is also increasing to \$100 million to help communities apply for additional funding to address larger critical infrastructure projects. I am pleased to inform you that we are now accepting proposals for the 2017 intake of OCIF Top-Up Application funding. **The Township of North Huron is eligible to apply for up to \$1,462,364.**

Your community may submit one project proposal, either individually or in partnership with another community. The deadline for submitting proposals for OCIF Top-Up Application funding is Wednesday, September 27, 2017, at 5 p.m.

Please note that this is a competitive application process that will assess projects primarily on their critical health and safety aspects. An assessment of the applicant's asset management plan will also be considered as part of this process.

For more information about OCIF, please visit our government's infrastructure funding [website](http://www.ontario.ca/municipalinfrastructure) (www.ontario.ca/municipalinfrastructure). Should you have any additional questions, please call OMAFRA's contact centre (1-877-424-1300) or email OCIFApps@ontario.ca.

.../2

Working together, we are investing to build Ontario up, grow our economy, create jobs across the province, and make everyday life easier for Ontarians.

Sincerely,

A stylized, handwritten signature in black ink, appearing to be 'JL' with a large loop at the end.

Jeff Leal
Minister of Agriculture, Food and Rural Affairs
Minister Responsible for Small Business

A handwritten signature in black ink, appearing to be 'Bob' with a stylized 'C'.

Bob Chiarelli
Minister of Infrastructure



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 04/07/2017
SUBJECT: Appointment of Community Emergency Management Coordinator (CEMC)
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accept the report of the Clerk regarding the appointment of the County CEMC as the CEMC for the Township of North Huron;

AND FURTHER THAT David Clarke is hereby appointed as the Community Emergency Management Co-ordinator for the Township of North Huron;

AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 63-2017 to be passed at the July 4, 2017 Council Meeting.

EXECUTIVE SUMMARY

At the March 6, 2017 Council received a report from CAO Chambers regarding a Countywide CEMC and endorsed the concept of each municipality appointing the same CEMC to provide emergency planning services; in accordance with the requirements of the Emergency Management and Civil Protection Act and its regulation.

DISCUSSION

North Huron Council effective April 1, 2017 appointed Dave Campbell as the CEMC for the Township of North Huron until a permanent CEMC was hired by the County of Huron. David Clarke commenced his duties as CEMC for the County of Huron effective May 24, 2017.

David Clarke acted as CEMC for the Township of North Huron on June 23, 2017 during the flood event.

FINANCIAL IMPACT

The County will cover the cost of the shared CEMC position. Local municipalities will be responsible for costs associated with operating and maintaining their emergency operations centre, external training, emergency exercise, etc.

FUTURE CONSIDERATIONS

None for consideration at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal #3 – Our community is healthy and safe.

Kathy Adams, Clerk

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TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 04/07/2017
SUBJECT: Proposed Natural Gas Extension – Blyth to Walton
ATTACHMENTS: 1. Natural Gas Extension – List of Properties 2. Proposed Natural Gas Line Map

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby authorize the Clerk to work with the Municipalities of Morris-Turnberry, Huron East and Central Huron to prepare the necessary materials required for the application for funding under the Ontario's Natural Gas Grant Program to extend Natural Gas from Blyth to Walton.

EXECUTIVE SUMMARY

In 2014 the CAO's from the Municipalities of North Huron, Morris-Turnberry, Huron East and Central Huron met with Union Gas regarding an extension of the Natural Gas Line from Blyth to Walton. The four Municipalities, the County of Huron and Lisa Thompson, MPP Huron-Bruce, also made a presentation to the Minister of Agriculture, Food & Rural Affairs on February 24, 2015 at the OGRA/ROMA Conference and requested that the Province give consideration to regulatory changes to allow expansion of Natural Gas to the Rural Areas of Ontario as well as implementation of the Investment Program for Natural Gas to provide funding to the rural areas of Ontario.

The 2017 Ontario budget launched the new Ontario's Natural Gas Grant Program. The guidelines for the program were released in late May.

The types of projects eligible are:

1. Expansion of projects - \$70 million to support projects that are primarily about converting residential customers to natural gas. Only projects to service unserved communities are eligible.
2. Economic Development Projects - \$30 million to supports projects that are primarily about converting businesses – farms, manufacturing, mining, forestry, etc) to Natural Gas or expanding to service to businesses.
 - Rural Ontario with a population base of 100,000 or less
 - Registered farming businesses
 - First Nations
 - Unincorporated areas.

DISCUSSION

Union Gas has been approaching municipalities in Huron County to extend natural gas, including, Auburn which Council supported at their June 5, 2017 Council Meeting.

Nancy Michie, Administrator Clerk –Treasurer of Morris-Turnberry contacted Union Gas and asked if the Walton project was being considered and was advised by Union Gas that they will work with Morris-Turnberry as the administrator on behalf of the four Municipalities to prepare an

application for the Walton project. Morris-Turnberry has agreed to administer the application on behalf of the four Municipalities.

The application must be submitted by July 31, 2017. Union Gas required information to prepare the application including a map of the area to be serviced and number of properties in the various categories. These documents were submitted prior to Union Gas' deadline of June 10, 2017. Copies of these documents are attached for Council's information.

Given that the majority of customers serviced by this project will be in the Municipality of Morris-Turnberry, Union Gas only requires a resolution and agreement to contribute from Morris-Turnberry.

FINANCIAL IMPACT

The Municipality of Morris-Turnberry will be the contributing municipality.

FUTURE CONSIDERATIONS

None for consideration at this time.

RELATIONSHIP TO STRATEGIC PLAN

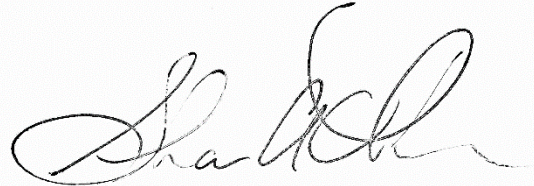
Goal 1 – Our community is attractive and welcoming to new businesses and residents.

Goal 2 – Our administration is fiscally responsible and strives for operational excellence.

Goal 5 – Our natural environment is valued and protected.



Kathy Adams, Clerk



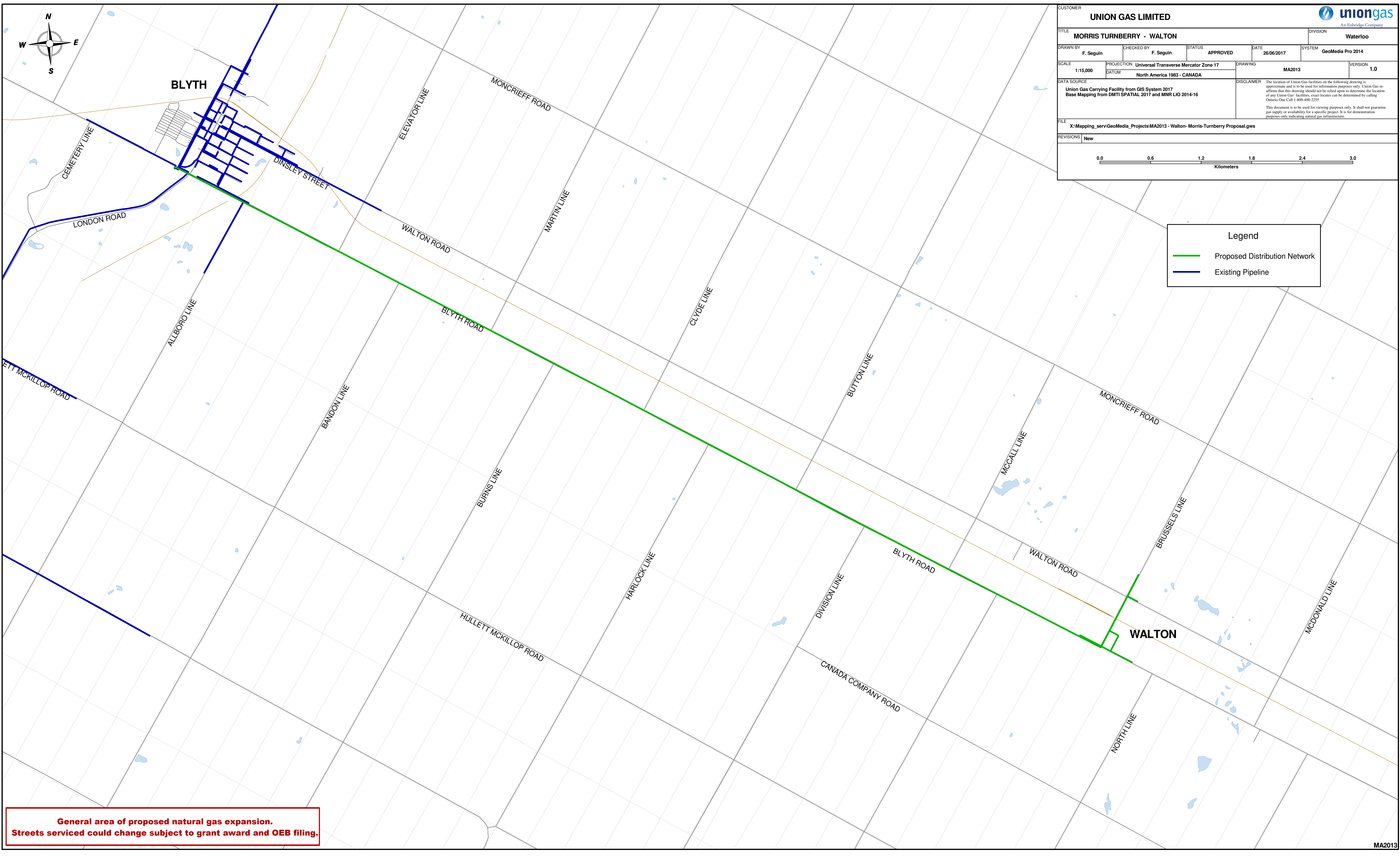
Sharon Chambers, CAO

Proposed Natural Gas Extension - Blyth to Walton
Map of Desired Service Area

List of Properties:


Residential Dwellings within the Potential Service area:	72
Commercial Dwellings within the Potential Service Area:	9
Industrial properties within the Potential Service Area:	4
Farm Properties (Granerys) within the Potential Service Area	33
Agri-Business Properties within the Potential Service Area:	2
Institutional Properties withink the Potential Service Area:	5

125



CUSTOMER

UNION GAS LIMITED



An Enbridge Company

TITLE

MORRIS TURNBERRY - WALTON

DIVISION

Waterloo

DRAWN BY

F. Seguin

CHECKED BY

F. Seguin

STATUS

APPROVED

DATE

26/06/2017

SYSTEM

GeoMedia Pro 2014

SCALE

1:15,000

PROJECTION

Universal Transverse Mercator Zone 17

DRAWING

MA2013

VERSION

1.0

DATUM

North America 1983 - CANADA

DATA SOURCE

Union Gas Carrying Facility from GIS System 2017
Base Mapping from DMTI SPATIAL 2017 and MNR LIO 2014-16

DISCLAIMER

The location of Union Gas facilities on the following drawing is approximate and is to be used for information purposes only. Union Gas re-affirms that this drawing should not be relied upon to determine the location of any Union Gas' facilities, exact locates can be determined by calling Ontario One Call 1-800-400-2255

This document is to be used for viewing purposes only. It shall not guarantee gas supply or availability for a specific project. It is for demonstration purposes only indicating natural gas infrastructure.

FILE

X:\Mapping_serv\GeoMedia_Projects\MA2013 - Walton- Morris-Turnberry Proposal.gws

REVISIONS

New

0.0

0.6

1.2

1.8

2.4

3.0

Kilometers

Legend

Proposed Distribution Network

Existing Pipeline

General area of proposed natural gas expansion.
Streets serviced could change subject to grant award and OEB filing.



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 04/07/2017
SUBJECT: Assessment Review Board - Appointments
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby appoints the Director of Finance, Donna White as the Appeal Representative and the Clerk, Kathy Adams as the Complaints Representative for the Township of North Huron as the contacts for an appeal to the Assessment Review Board (ARB);

AND FURTHER THAT, this contact information be provided to the ARB.

EXECUTIVE SUMMARY

As of April 1, 2017, there are important changes to the Assessment Review Board's (ARB) rules pertaining to the 2017 – 2010 Assessment Cycle. A number of municipal associations are working together to deliver information resources and create a collective awareness of the rule changes as a support to the municipal sector. A number of resources will be made available in the upcoming months. The Director of Finance participated in an information webinar on June 20, 2017. There are a number of changes which affect municipalities which include:

- By July 1, 2017, each Municipality is required to provide the Board with the name and contact information of the person who will be its representative on an appeal. The name of representative can be subsequently changed by giving notice to the Board and the other parties to the appeal. If the Municipality does not provide this information, the default will be the Clerk of the Municipality.
- Also by July 1, 2017, each municipality is to advise the Board of the name and contact person who will be its Complaint's Representative. This person will receive and investigate a complaint from other parties to an appeal regarding the conduct of its legal representative. The complaints representative should be a different person than the legal representative. Again the Clerk will be the default, if this information is not provided and can be updated at any time due to a change in the position.
- In addition, by September 1, 2017, municipalities have to provide the Board with a list of "properties of interest" to be considered first by the Board. There are currently six properties that have filed an appeal covering various years from 2013 – 2017. Finance staff are compiling this list that is to be submitted to the ARB by September 1st.

The Municipality is a statutory party, but is not given a special or priority status. In the past, some municipalities used waivers to indicate whether they would actively participate in an appeal, but under the new system, this practice has been discontinued. Instead a Municipality is required to file a statement of response if it wishes to participate in an appeal proceeding.

DISCUSSION

Normally there are not a lot of appeals that end up at the Board level. The typical appeal period could take three to five years to settle under the old system. Historically the Appeal movement

through the system was controlled by parties to the appeal and not the ARB. Normally, the appeals are handled through a series of telecalls and the Director of Finance regularly participates in the appeal process.

FINANCIAL IMPACT

The outcome of the appeal will affect the amount of the potential adjustment.

FUTURE CONSIDERATIONS

Appeals will continue to be monitored to determine the effect on the tax base.

RELATIONSHIP TO STRATEGIC PLAN

Goal # 4 – Our administration is fiscally responsible and strives for operational excellence.



Donna White, Director of Finance



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 04/07/2017
SUBJECT: Whitechurch Water Connections
ATTACHMENTS: Huron Kinloss letter

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report from the Director of Finance for information purposes;
AND FURTHER THAT Council agrees to pass a by-law to ensure that the existing users of the Whitechurch Water system remain connected to the system and that a by-law be prepared for the July 17, 2017 council meeting.

EXECUTIVE SUMMARY

The Township of Kinloss assumed the water system in the Hamlet of Whitechurch in 2001. At that time, the Township of Kinloss passed a connection by-law which required any properties that were connected to the system had to remain connected. Their by-law allowed for an exemption from connecting if the property had an existing water supply prior to the passage of their by-law in 2001. Huron Kinloss has confirmed that they are not forcing residents to connect at this time. North Huron residents were given the option of: remaining connected to the system, drilling their own well or connecting to a neighbour's drilled well.

By-law #69-2001 was passed by North Huron to enter into an agreement with Huron Kinloss to supply water to residents of North Huron and to provide for payment arrangements. A subsequent by-law was passed in 2009, to authorize the costs of upgrades at that time. Neither of these by-laws required existing users, currently connected to the system to remain connected.

DISCUSSION

A letter has been received from the Township of Huron-Kinloss requesting that North Huron pass a by-law to ensure that the existing users of the Whitechurch water system remain connected.

In order for small water systems to be sustainable, the costs must be shared amongst the users. It is also important that those already connected to the system remain connected and therefore staff are in agreement with the request from Huron-Kinloss that a by-law should be passed to ensure that existing properties remain connected.

The Township of Huron-Kinloss received Federal Funding for a 2017 reconstruction project in the hamlet of Whitechurch which included road base improvements, paving and new sidewalks. Included in the construction was the upgrading of the original water distribution system to a four inch standard, as well as new services to their property line. The cost per connection approved by Huron Kinloss Council is \$6,075.00 but it is unlikely that any money will be due in 2017. Under the above by-laws, Huron-Kinloss will invoice the Township of North Huron for these costs and we will in turn collect from the residents connected. There are two properties that were previously connected which will be subject to the \$6,075.00 upgrade fee.

A third North Huron property has requested, and has been granted permission to connect to the system as part of these upgrades. This property was not previously connected and therefore is subject to all previous upgrade costs (adjusted by inflation) as well as the 2017 Upgrade costs for a total of \$12,733.03.

There are four remaining North Huron properties not connected to the system. If these properties connect to the system in the future, they would have to pay the applicable costs owing for the upgrades at the time of connection.

In addition, the residents are billed annually for the operating costs.

FINANCIAL IMPACT

The costs of the upgrades are billed to the property owner. Any unpaid amounts are added to the tax roll.

FUTURE CONSIDERATIONS

A by-law be prepared for the July 17, 2017 council meeting to ensure that properties currently connected, remain connected to the Whitechurch water system.

RELATIONSHIP TO STRATEGIC PLAN

Goal #4 – Our administration is fiscally responsible and strives for operational excellence.



Donna White, Director of Finance



Sharon Chambers, CAO



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen Street
Ripley, Ontario
N0G 2R0

Phone 519-395-3735
Fax 519-395-4107
Email info@huronkinloss.com
www.huronkinloss.com

File: P250 Whitechurch Project

Township of North Huron
PO Box 90, 274 Josephine St
Wingham, ON N0G 2W0
Attn: Sharon Chambers, CAO
Via: Email schambers@northhuron.ca

Re: Whitechurch Water Connections

Dear Sharon:

The Township of Huron-Kinloss has awarded the tender for the Whitechurch Watermains and Paving contract to Bill & Tom Kempton Construction Ltd. The standard of service will consist of new four-inch water main and individual service connections to each property. This project will also include road reconstruction, new sidewalk and paving of Whitechurch Street.

While the road base construction, sidewalks and paving will be covered through the general tax base, it is Township policy to charge the cost of the water upgrades against properties that benefit. For the Whitechurch project, Council has approved a fee of \$6,705.00 per service connection.

Council had previously passed Mandatory Connection By-Law 2001-102 to ensure all existing users of the system remain connected. However, the by-law did not include the properties in North Huron, and by way of this letter we are respectfully requesting that the Township of North Huron pass a similar by-law ensuring these properties remain connected as well.

If you have any further questions, please feel free to contact me.

Yours truly,

Hugh Nichol
Director of Public Works

HN/tdh



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Pat Newson, Director of Recreation and Facilities
DATE: 04/07/2017
SUBJECT: Aquatic Centre HVAC Upgrades
ATTACHMENTS: Quotes from Cliff's Plumbing and Heating

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the proposed work by Cliff's Plumbing & Heating for the Aquatic Centre HVAC Upgrades for the total cost of \$79,140.00;

AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-Law to allow By-Law 60-2017 to be passed at the July 4, 2017 Council Meeting.

EXECUTIVE SUMMARY

At the June 5, 2017 Council meeting, staff were directed to use the negotiated method with Cliff's Plumbing and Heating to solve issues with the HVAC equipment at the Aquatic Centre. The recommended proposal from Cliff's is the result of those negotiations and are presented here in this report.

DISCUSSION

The Aquatic Centre is undergoing a renovation from July 29 to October 10, 2017. It has been documented in past reports that the consultant Allan Avis Architects believes that the HVAC issues in the aquatic centre are creating a humidity infiltration problem in other areas of the building. To solve this staff have worked with Allan Avis Architects and Chorley + Bisset Consulting Engineers to come up with a plan to restore the negative pressure in the Aquatic Centre, and improve the humidity and air flow and temperature in the Aquatic Centre.

Cliff's Plumbing and Heating have provided three quotations of work which make up the entire project. The work will be completed during the aquatic centre renovation shutdown (July 29-Oct 10).

Included in the work is the installation of new aluminum hanger rods and rings for the ducts in the aquatic centre, upgrade the operating controls for the Dectron, installing two new boilers, balancing the Dectron and Air Flor, and removal of supply and return air grills and diffusers for cleaning.

A contract memorandum is included in the by-law section of the report for Council's authorization to proceed with this work.

FINANCIAL IMPACT

This part of the Aquatic Centre renovation is utilizing two sources of funding in the 2017 Capital Project budgets. The total cost of all these items is \$79,140.00.

Boiler Replacement

Replacement of the Boilers is part of the \$426,697.00 budget allocated for the Aquatic Centre Renovation Project.

Project Budget	\$426,697.00
Spent to date	\$ 14,345.36
Acapulco Project	\$304,217.30 (contingency included)
Boiler Replacement	\$ 36,790.00
Project Subtotal	\$355,352.66

Balance	\$71,344.34
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Humidity Infiltration Project

The total project budget in the 2017 budget is	\$97,255.00
Spent to date on consulting is	\$ 3,617.17
Proposed project expense is	\$42,350.00

Balance	\$51,287.83
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Additional expenses include rental of the Genie lift by North Huron, use of North Huron staff labour to clean the duct, and some additional consulting by the engineer on the project to oversee installation.

FUTURE CONSIDERATIONS

The work will be completed before the cold weather. In the fall and winter is when the humidity infiltration problem is evident, and this will be monitored over the 2017/18 winter to see if the humidity problem has been resolved.

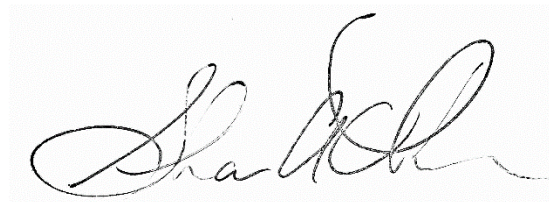
RELATIONSHIP TO STRATEGIC PLAN

Our community is healthy and safe.

Our community is attractive and welcoming to new businesses and residents.



Pat Newson, Director of Recreation and Facilities



Sharon Chambers, CAO

Township of North Huron
Wingham

June 23, 2017

Larry Meyer <LMeyer@northhuron.ca>
519-357-1208 Ext26

Installation of Two New Boilers

Supply & Install

- 2 Triangle Tube PA 399 Boiler
- Remove existing Lochinvaar boiler
- All necessary gas piping and venting
- Revisions to 3" hydronic piping loop to create reverse return flow arrangement
- Welding required for revisions to 3" piping
- Reinsulate all new and existing piping wit 1.5" thick fibreglass insulation and finish with PVC jacket
- Labour

For The Sum of Thirty Six Thousand Seven Hundred Ninety \$ 36,790.00
Dollars

HST Is Extra

Note this price includes \$3,500.00 for insulating



1136 Bruce Road 86, P.O. Box 309, Lucknow, Ontario N0G 2H0
Phone: 519-528-3913 Toll Free: 1-800-449-CLIF Fax: 519-528-3125
www.cliffsplumbing.com

Township of North Huron
Wingham On

03/08/2017

North Huron Westcast Community Centre

Upgrade of Operating Controls For Dectron (RS-152 Serial # 16399)

Supply & Install

- 1 Dectron Supervisaire control panel update
includes three days of Dectron on site installation

Owner instruction included

For The Sum of Thirty One Thousand One Hundred Fifty Dollars

\$ 31,150.00

HST Is Extra

Township of North Huron
Wingham On

06/23/2017

North Huron Westcast Community Centre

Labour and Materials to complete the following

Temporarily remove supply air and return air grills and diffusers for
cleaning by others then reinstall

Install new aluminum hanger rods and straps to support the duct system
reusing existing anchors

Restore original outside airflows in Dectron unit. Balance and verify all air
quantities. Adjust air distribution patterns at high level ductwork

For The Sum of Eleven Thousand two Hundred Dollars

\$ 11,200.00

HST Is Extra

Genie lift to be provided by owners expense



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Connie Goodall, Economic Development Officer
Pat Newson, Director of Recreation and Facilities
DATE: 04/07/2017
SUBJECT: International Plowing Match North Huron Update
ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approves 20 days of staff time as in-kind support to the IPM being held September 19-23, 2017.

EXECUTIVE SUMMARY

The International Plowing Match (IPM) is being held between September 19-23, in Walton. Huron County has coordinated municipal involvement in the Expo and has reached out requesting municipal support for the event. This report is an update on North Huron's plan for the Expo and summary of support requested.

DISCUSSION

There are three categories of requests from Huron County as part of the IPM. Support at the front gate, support for Public Works services, and North Huron's Expo as part of the Huron County tent at the IPM.

Front Gate Support

Huron County requires competent volunteers to work the front gates. They have requested that each municipality provide one person for each day of the event to work at the front gate. These staff will be competent in cash handling procedures. Total request of 5 days of in-kind staff support.

Public Works Support

There is a separate report submitted by Public Works.

North Huron Expo

Huron County has organized a space for each of the lower tier municipalities to be part of the Huron County Expo Tent. Each municipality will be housed in their own barn inside a large tent; an opportunity to feature their municipality. A committee of staff have been working on the plan for the past three months, and interacting with Huron County organizers. On June 27 staff visited Clinton to view a sample barn to further visualize the plan.

Each municipality is encouraged to feature three themes: a local character, the natural environment, and Arts and Culture. North Huron's focus will be: Alice Munro Country, the trails and rivers in North Huron, and the Blyth Festival as our three themes. Inside the barn, staff are planning an interactive activity that will draw patrons to our barn for a memorable experience at the North Huron barn. There are giveaways and handouts planned from North Huron. The County

had suggested that 25,000 would be required to hand out each visitor an item. This number is not possible given the budget, so staff have selected to supply some give-aways each day, and by participating in the interactive activity patrons a chance to win a prize. The inside of the barn will be decorated in the themes, and celebrating North Huron, while creating a unique and memorable experience for visitors.

Huron County is recommending that the Expo have 3 staff dedicated to manning the barn each day, for a total of 15 staff days of in-kind support.

FINANCIAL IMPACT

In the Economic Development Budget, \$5,000 was set aside for the IPM budget for the Expo. The following are approximate cost breakdowns:

Item	Budget Cost
Staff Parking Passes	\$300
Giveaways and Prizes	\$1,030
Interactive Activity	\$700
Staff T-shirts	\$350
Handouts (paper brochure)	\$2,000
Theme decorations for barn	\$600
Total	\$4,980

FUTURE CONSIDERATIONS

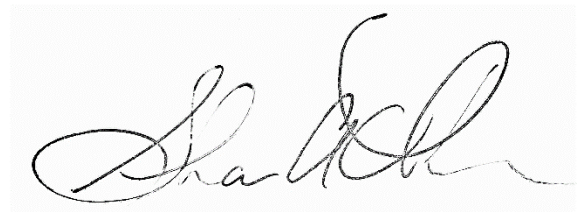
Council will need to consider and discuss their role at the IPM North Huron Expo. Do they wish to be part of the volunteer work schedule (a full day) or visit if available during the event? Feedback to the committee is requested.

RELATIONSHIP TO STRATEGIC PLAN

Our community is attractive and welcoming to new businesses and Residents.



Pat Newson, Director of Recreation and Facilities



Sharon Chambers, CAO

Connie Goodall

Connie Goodall, Economic Development Officer



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Pat Newson, Director of Recreation and Facilities
DATE: 04/07/2017
SUBJECT: Blyth 140th Anniversary Celebration Cowbell Brewing Co Request
ATTACHMENTS:

RECOMMENDATION:

Recommendation 1

THAT the Council of the Township of North Huron hereby supports the efforts of the Blyth 140th Committee in planning their community celebration and waives the following fees: Blyth Arena Dry Pad (if required), the Blyth Arena Hall Saturday night and the Hawkers and Peddlers Permit fee;

AND FURTHER THAT Council hereby rescinds Motion M279/17 from the June 5, 2017 Regular Council meeting and M310/17 from the June 19, 2017 Regular Council meeting.

Recommendation 2

THAT the Council of the Township of North Huron hereby supports Blyth Cowbell Brewing Co. in making application to the LCBO for a Special Occasion Permit to hold a beer garden at the Blyth Lion's Park Pavilion in conjunction with the Blyth 140th Celebrations to be held on July 28th, 2017.

AND FURTHER THAT Council proclaims the event of Municipal Significance.

EXECUTIVE SUMMARY

The Blyth 140th Anniversary Celebration planning committee has reviewed their plans and made adjustments. This report provides information on that update and revised recommendations for Council's consideration.

DISCUSSION

Council has already approved waiving fees for the tent permits, however the event has decided that a tent is no longer required. The dinner is moving from the Lions Park to Blyth Community Centre Hall, and there is no outdoor late concert, so no need for noise by law exemption outside.

Cowbell Brewing Co. has changed their role, and will be hosting the bar and Lions Park events on Saturday afternoon. They are not requiring a tent, and this event is separate from the work the committee is doing. They do require the motion from Council to allow them to apply for a Public SOP for the event.

The two recommendations for Council will clean up previous motions that are on the books, and put in place the required motions to move forward with the current event plan.

FINANCIAL IMPACT

None

FUTURE CONSIDERATIONS

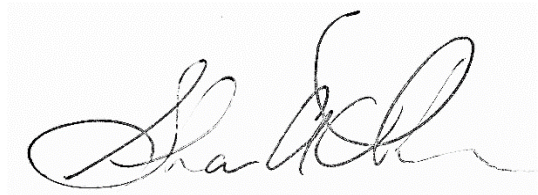
None

RELATIONSHIP TO STRATEGIC PLAN

Our residents are engaged and well informed.
Our community is healthy and safe.



Pat Newson, Director of Recreation and
Facilities



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Larry McGregor
DATE: 04/07/2017
SUBJECT: Curbside Collection Contract Execution
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Curbside Collection Contract Execution Report for information purposes;

AND FURTHER THAT the Council of the Township of North Huron authorize the Reeve and Clerk to execute the contract documentation with Waste Management of Canada Corporation for a term of October 1, 2017 to September 30, 2020.

AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 59-2017 to be passed at the July 4, 2017 Council Meeting.

AND FURTHER THAT that the Reeve and Clerk be authorized to sign By-law No. 59-2017.

EXECUTIVE SUMMARY

At the May 1st meeting, Council directed staff with the following motion:

“THAT the Council of the Township of North Huron hereby direct Staff to formalize contract terms with Waste Management of Canada Corporation for Option A-A Weekly both (urban) and Bi-weekly both (rural) as well as Option D Recycling Bins at the Landfill and report back to Council with the formal contract for execution.”

This report delivers the executed contract from Waste Management based on the terms provided in the RFP response, as well as the costs outlined for the 3 year contract.

DISCUSSION

There was considerable public consultation on this service to help formulate an RFP as well as provide a recommendation for award. At the May 1st meeting, Council supported the recommendation from staff to maintain the existing service with urban-weekly and rural-bi-weekly collection. The formalized contract addresses multi-year costs, responsibility of the Township and Contractor, as well as performance security from the contractor to ensure the completion of work. The contract also adds marketing and education outreach from the contractor.

FINANCIAL IMPACT

As noted in previous reports, the curbside garbage collection cost is reduced by approximately \$20,000 annually. The curbside recycling collection cost increases by \$35,000 approximately. There is a WDO refund for curbside recycling costs at approximately 50%. This may increase over time as

the Resource Productivity and Recovery Authority and Waste Free Ontario Act establish the 100% cost recovery of managing recyclables for municipalities in the 2-5 year timeframe.

The contract is subject to annual inflation costs of 2%. The contract term runs from October 1st to September 30th from 2017 to 2020.

FUTURE CONSIDERATIONS

None at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read 'Larry McGregor', is positioned above a horizontal line.

Larry McGregor, Interim CAO/Director of Public Works



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Larry McGregor
DATE: 04/07/2017
SUBJECT: Britespan Development Agreement
ATTACHMENTS: Development Agreement with Britespan Building Systems Inc.

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Britespan Servicing Agreement for information purposes;

AND FURTHER THAT the Township of North Huron authorizes the Reeve and Clerk to enter into the Development Agreement between the Township and Britespan Building Systems Inc.;

AND FURTHER THAT AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 61-2017 to be passed at the July 4, 2017 Council Meeting.

EXECUTIVE SUMMARY

Britespan Building Systems Inc. require servicing from the Township of North Huron and cross border servicing with Morris-Turnberry.

The details of the agreement, including insurance and security, have been reviewed by Staff, the developer and a third-party engineer.

DISCUSSION

The purpose of this Agreement is to clearly outline the current standards, obligations and responsibilities of the Developer and the Township for the construction of the watermain. The agreement also outlines milestones in the process to ensure the work is satisfactory and provide for release of securities. The Developer agrees to construct the works in accordance with the terms of Agreement, including completion of the work to a standard suitable to the Township.

The following has been provided to the Township as required by the Developer prior to entering into the Agreement:

- Deposit of the Securities; and
- Certificate of Insurance.

The design drawings for the servicing were reviewed by Township staff and third-party consultants and were found to conform to relevant design standards.

FINANCIAL IMPACT

There is no financial impact to the Township of North Huron. This agreement reduces risk and maintains control over highly regulated assets.

FUTURE CONSIDERATIONS

No further considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read 'Larry McGregor', is positioned above a horizontal line.

Larry McGregor, Interim CAO/Director of Public Works



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Larry McGregor
DATE: 04/07/2017
SUBJECT: International Plowing Match Request
ATTACHMENTS: IPM Request Letter

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the International Plowing Match Request Report for information purposes;

AND FURTHER THAT Council authorizes the Public Works department to coordinate staff assistance and use of equipment and logistical items during set up and at the match with the Municipality of Huron East and neighbouring municipalities;

AND FURTHER THAT Council authorizes approval if required to accept sewage waste that would be delivered to the Wingham Sewage Treatment Plant for proper disposal.

EXECUTIVE SUMMARY

The 100th International Plowing Match and Rural Expo (IPM) is taking place on September 19 - 23, 2017 in Walton, Ontario. Work will begin on the actual match site mid-July and the Executive Committee is looking to partnering with nearby municipalities to host this event.

DISCUSSION

The Public Works department and Veolia Water have been in discussions regarding the IPM request.

The Municipality of Huron East and Huron County are meeting in early July to discuss the requirements of the IPM and coordinate assistance, supplies, and equipment between the neighbouring municipalities. The Public Works department will be in contact with Huron East following the meetings to provide assistance where needed.

FINANCIAL IMPACT

The financial impact to North Huron will be considered an in-kind donation from Council. Staff resources required prior to the event with set-up, public works assistance throughout the match, and any equipment or items that we loan to the IPM.

In addition, should we be accepting any of the sewage waste staff and resources will need to be scheduled with Veolia Water and require their manpower and assistance.

FUTURE CONSIDERATIONS

None at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read 'Larry McGregor', is positioned above a horizontal line.

Larry McGregor, Interim CAO/Director of Public Works



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Larry McGregor
DATE: 04/07/2017
SUBJECT: Westmoreland Street Easement
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Westmoreland Street Easement Report for information purposes;

AND FURTHER THAT the Reeve and Clerk be authorized to sign the Easement Agreement with Baiton's Old Mill Ltd.;

AND FURTHER THAT the Council of the Township of North Huron approves an exception to Section 19.1 of the Procedural By-law to allow By-law No. 58-2017 to be passed at the July 4, 2017 Council Meeting;

AND FURTHER THAT that the Reeve and Clerk be authorized to sign By-law No. 58-2017.

EXECUTIVE SUMMARY

At the June 5th Council meeting, Omega Contractors were awarded to complete the Westmoreland Street Reconstruction.

Following award, the contractor will formalize construction documentation, coordinate with staff and the consultant, and confirm schedule of construction. There is an easement acquisition requirement also required for the watermain at the corner of Westmoreland Street and Mill Street.

DISCUSSION

This report is to formalize an easement agreement with Bainton's Old Mill Ltd. and the Township of North Huron. The landowner and the Township have verified easement particulars together, and it is expected that acquisition will be formalized to gain signature on the easement agreement from the Township.

The R plan is completed and registered. Our lawyer has reviewed the documentation. The landowner, Bainton's Old Mill Ltd. have signed and the Reeve and Clerk need to sign. Once completed, this easement will then be sent back to our lawyer for registration.

Prior to any reconstruction taking place, this easement needs to be completed and registered.

FINANCIAL IMPACT

The Township will be required to cover all costs associated with the easement acquisition and registration of the easement on title. These expenses have been included within the 2017 Capital Budget.

FUTURE CONSIDERATIONS

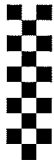
No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal #2 of the Township Strategic Plan is for our residents to be engaged and well informed. Goal #3 is that our community is healthy and safe. Goal #4 is that our administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read 'Larry McGregor', is positioned above a horizontal line.

Larry McGregor, Interim CAO/Director of Public Works



BLYTH LIONS CLUB

SERVING BLYTH & AREA SINCE 1945
CLUB PRESIDENT – LION VICKY BREMNER
P.O. BOX 383, BLYTH, ONTARIO, N0M 1H0

RECEIVED

JUN 23 2017

TOWNSHIP OF NORTH HURON

June 21, 2017

Township of North Huron
Josephine Street
Wingham, Ontario
N0G 2W0

Re: Special Occasions Permit:

Dear Reeve Vincent & Council:

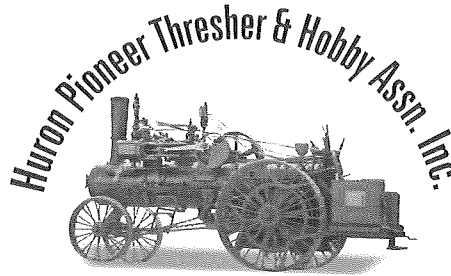
The Blyth Lions Club wish to apply for a Special Occasions Permit to operate a beer garden at the Blyth Lions Park located at 308 Gypsy Lane in Blyth on Saturday, July 22, 2017. The event is being held in conjunction with the Blyth Lions Holeyboard Tournament.

All proceeds raised from this event will go towards maintenance and improvements to the children's playground equipment and wading pool at the Blyth Lions Park.

Should you have any questions or require additional information concerning this matter please contact the undersigned at (519) 523-9620.

Yours truly

Ken Stewart
Vice President
Blyth Lions Club



BOX 116
BLYTH, ONTARIO N0M 1H0

RECEIVED

JUN 21 2017

TOWNSHIP OF NORTH HURON

Municipality of North Huron

Mervyn & Donna Bauer, chairpersons for

HURON PIONER THRESHERS HOBBY ASSOCIATION

Are requesting permission for a liquor license under

COMMUNITY FESTIVAL EVENTS

To be held at the community centre upstairs.

For September 8th & 9th 2017, Fri. & Sat. evening from 8pm-12pm.

All proceeds go to community betterment.

We all have Smart Serve

Thank you very much

Donna & Merv

Mervyn Bauer

Donna Bauer

**PUBLIC MEETING
CONCERNING A PROPOSED
TEMPORARY ZONING BY-LAW AMENDMENT
AFFECTING THE TOWNSHIP OF NORTH HURON**

TAKE NOTICE that Council of the Township of North Huron will hold a public meeting on **July 4, 2017 at 7:00 p.m.** in the Council Chambers of the Township of North Huron to consider a proposed Temporary Zoning By-law Amendment under sections 34 and 39 of the Planning Act, R.O.S. 1990, as amended. The amendment affects the Township of North Huron Zoning By-law.

BE ADVISED that the Corporation of the Township of North Huron considered this application to be complete on May 24, 2017.

If you are an owner of any land containing seven or more residential units you are requested to post this notice in a location that is visible to all of the residents.

ANY PERSON may attend the public meeting and/or make written or verbal representation either in support or in opposition to the proposed temporary zoning by-law amendment.

IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of North Huron before the temporary use by-law is passed, the person or public body is not entitled to appeal the decision of the Township of North Huron to the Ontario Municipal Board.

IF a person or public body does not make an oral submission at a public meeting or make written submissions to the Township of North Huron before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to add the person or public body.

IF you wish to be notified of the decision of (name of municipality) on the proposed zoning by-law amendment, you must make a written request to (name and address of municipality).

ADDITIONAL INFORMATION relating to the proposed temporary use by-law amendment is available for inspection during regular office hours at the Township of North Huron, Municipal Office (519-357-3550) and the Huron County Planning and Development Department (519) 524-8394 ext. 3.

Dated at the Township of North Huron
This 09 day of June, 2017

original signed by Kathy Adams, Clerk

Kathy Adams, Clerk
Township of North Huron,
274 Josephine Street, Wingham ON
N0G 2W0
(519)-357-3550

Purpose and Effect:

The purpose of the proposed temporary use zoning by-law amendment is to permit a temporary secondary dwelling unit on Part Lot 29 Registered Plan 22R1295 Parts 1 & 2, Concession 1, East Wawanosh Ward, Township of North Huron (38616 Blyth Road). The temporary secondary dwelling unit is permitted to be used by farm employees or farm family who are involved in the farming operation and will be required to be removed at the expense of the owner when it is no longer required or the temporary use by-law expires. The temporary dwelling unit must be either a mobile home or modular home, designed to be moveable, and will have a maximum ground floor area of 130 sq. metres (1400 sq. feet). The temporary dwelling will be clustered with the existing buildings. The temporary dwelling will not be entitled to a severance from the farm parcel. The proposed by-law can be in effect for up to 20 years, with the renewal of the by-law requiring a further public meeting.

This by-law amends Zoning By-law 82-2008, Township of North Huron Zoning By-law, for the duration of the temporary use.

**SCHEDULE 1
CORPORATION OF THE
TOWNSHIP OF NORTH HURON
TEMPORARY USE BY-LAW 57-2017**

WHEREAS Section 39.1(3) of the Planning Act, 1990, authorizes a municipality to pass a by-law under Section 34 of the Planning Act, 1990, for the purpose of authorizing the temporary use of lands, buildings, or structures for purposes otherwise prohibited by the by-law.

WHEREAS the Council of the Corporation of the Township of North Huron considers it advisable to amend Zoning By-law 82-2008 of the Township of North Huron.

NOW, THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. This Temporary Use by-law shall apply to Part Lot 29 Registered Plan 22R1295 Parts 1 & 2, Concession 1, East Wawanosh Ward, Township of North Huron (38616 Blyth Road).
2. The Temporary Use authorized by this by-law shall be in effect for a period of time of 20 years from the date of passing of this by-law.
3. The Council may, by by-law, grant further periods of not more than three years during which the Temporary Use is authorized.
4. The Temporary Use permitted by this by-law is as follows:
Notwithstanding the provisions of Section 4.1., 4.2., and 4.3. of By-law 82-2008, to the contrary, the lands to which this Temporary Use By-law applies may also be used for a temporary secondary dwelling unit for farm employees or farm family as outlined in the agreement with the Township of North Huron, subject to the setback provisions of Section 4.4. The temporary dwelling unit must be either a mobile home or modular home, designed to be moveable, and will have a maximum ground floor area of 130 sq. metres (1400 sq. feet). The temporary dwelling will be clustered with the existing buildings. The temporary dwelling will not be entitled to a severance from the farm parcel. All other provisions of By-law 82-2008 continue to apply.
5. This by-law affects Key Map 8 of By-law 82-2008, as attached as Schedule A.
6. This by-law shall come into effect upon final passing, pursuant to Section 34 and 39.1(3) of the Planning Act, RSO, 1990.

READ A FIRST TIME ON THE 4TH DAY OF JULY, 2017.
READ A SECOND TIME ON THE 4TH DAY OF JULY, 2017.
READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

Neil Vincent, Reeve

Kathy Adams, Clerk

**SCHEDULE 2
CORPORATION OF THE
TOWNSHIP OF NORTH HURON
TEMPOARY USE BY-LAW 57-2017**

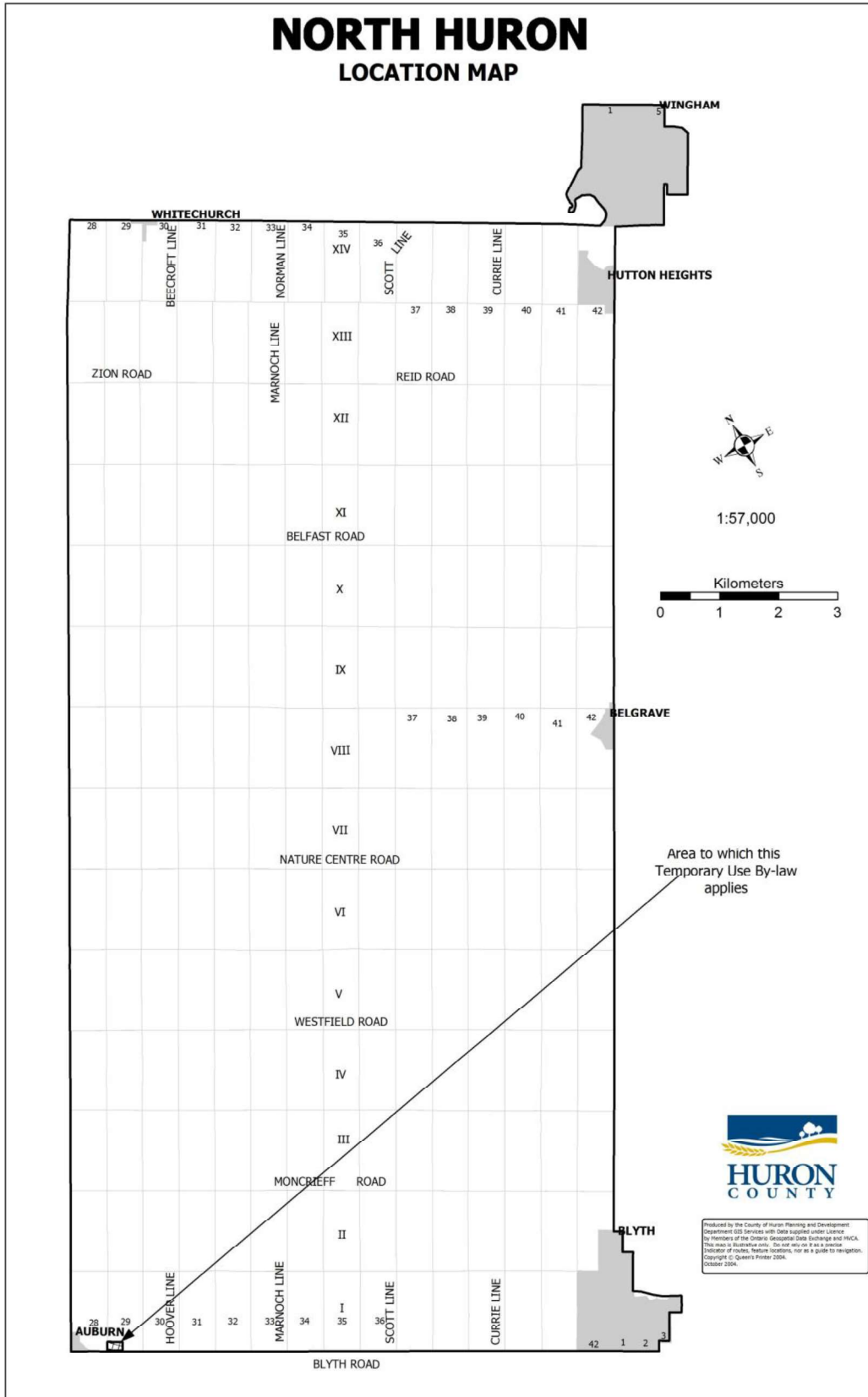
Temporary By-law 57- 2017 has the following purpose and effect:

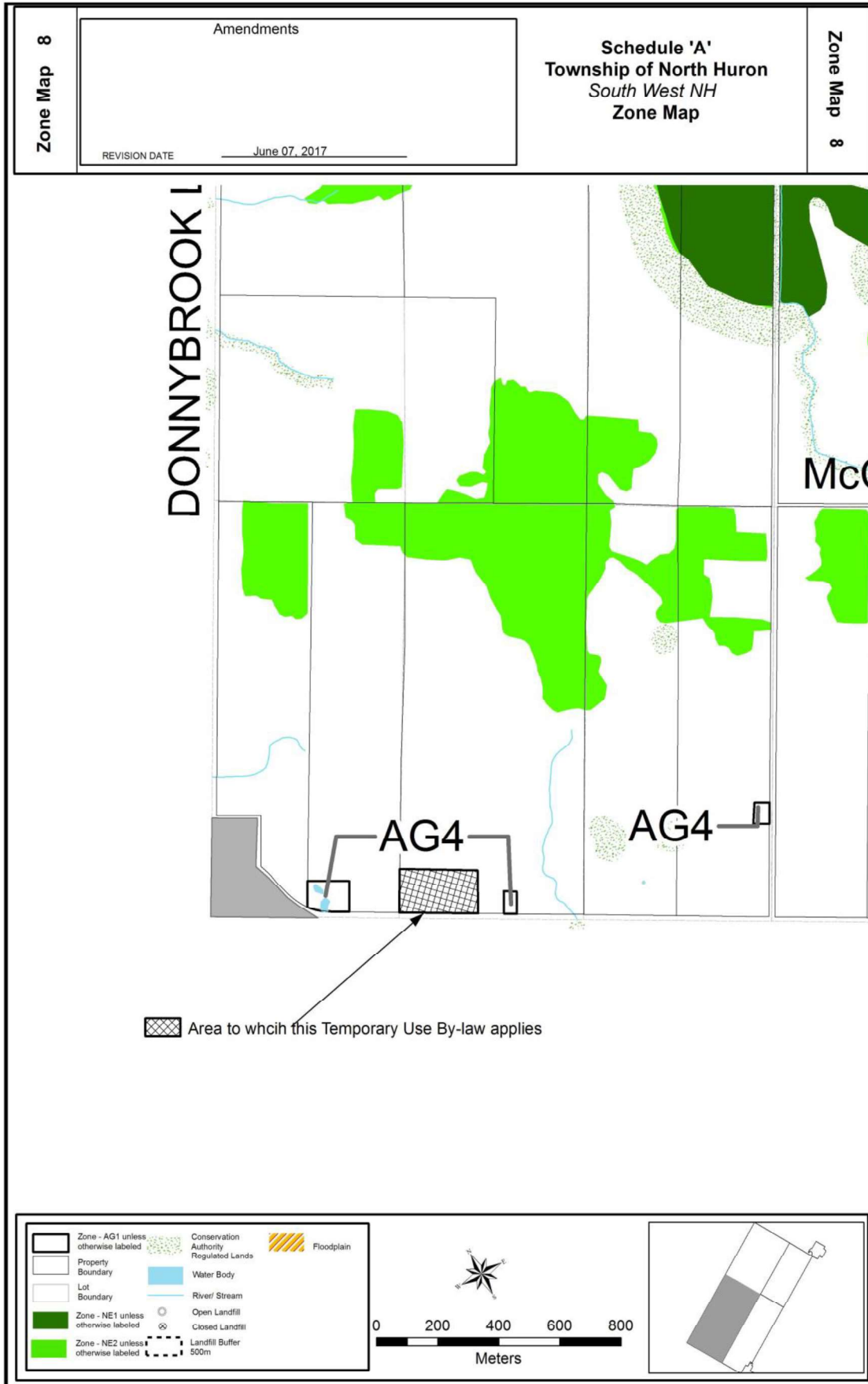
1. The purpose of the proposed temporary use zoning by-law amendment is to permit a temporary secondary dwelling unit on Part Lot 29 Registered Plan 22R1295 Parts 1 & 2, Concession 1, East Wawanosh Ward, Township of North Huron (38616 Blyth Road). The temporary secondary dwelling unit is permitted to be used by a farm employees or farm family who are involved in the farming operation and will be required to be removed at the expense of the owner when it is no longer required or the by-law expires. The temporary dwelling unit must be must be either a mobile home or modular home, designed to be moveable, will have a maximum ground floor area of 130 sq. metres (1400 sq. feet). The temporary dwelling will be clustered with the existing buildings and will not be entitled to a severance from the farm parcel. The proposed by-law can be in effect for up to 20 years, with the renewal of the by-law requiring a further public meeting.

This by-law amends Zoning By-law 82-2008, Township of North Huron, for the duration of the temporary use.

2. The map showing the location of the lands to which this temporary by-law applies is shown on the following page and is entitled Location Map.

Schedule A – By-law No. 57-2017





**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 58-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Water Service Easement between the Corporation of the Township of North Huron
and Bainton’s Old Mill Ltd.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Water Service Easement between the Corporation of the Township of North Huron and Bainton’s Old Mill Ltd;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Water Service Easement between the Corporation of the Township of North Huron and Bainton’s Old Mill Ltd.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

THIS EASEMENT made this ____ day of _____, 2017

B E T W E E N:

Bainton's Old Mill Ltd.
(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(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 **water service** 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;

AND WHEREAS the Transferor is the owner of lands described as Part of Lot 86, Registered Plan No. 168, Formally Village of Blyth, Township of North Huron, County of Huron (the "Transferor's Lands");

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00), 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 Township of North Huron appurtenant thereto, and for all times hereafter, **sewers, watermains, 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 Transferor's Lands described as Part 1 on Registered Plan 22R6555 (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 upon 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 TRANSFeree 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 his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances 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.

IN WITNESS WHEREOF the Township has executed and delivered this agreement as of the ____ day of _____, 2017.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Per: _____
Reeve Neil Vincent

and

Per: _____
Clerk Kathy Adams

We have authority to bind the Township.

IN WITNESS WHEREOF the Owner has executed and delivered this agreement as of the ____ day of _____, 2017.

BAINTON'S OLD MILL LTD.

Per: _____
President, Frank Snell

I have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 59-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for Curbside Solid Waste and Recyclables Collection for a term of October 1, 2017 to September 30, 2020.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for Curbside Solid Waste and Recyclables Collection for a term of October 1, 2017 to September 30, 2020;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Waste Management of Canada Corporation for Curbside Solid Waste and Recyclables Collection for a term of October 1, 2017 to September 30, 2020.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

**THE TOWNSHIP OF NORTH HURON CURBSIDE SOLID WASTE AND
RECYCLABLES COLLECTION AGREEMENT**

THIS AGREEMENT, made in triplicate this 15 day of June, 2017.

BETWEEN:

THE TOWNSHIP OF NORTH HURON
(Hereinafter called the "Township")

-and-

WASTE MANAGEMENT OF CANADA CORPORATION
(Hereinafter called the "Contractor")

WHEREAS, the Township desires to engage the services of the Contractor for curbside collection of waste and recycling in the Township of North Huron;

WHEREAS the Township has the sole responsibility for the provision of facilities for the purpose of receiving, dumping, and disposing of waste in the Township, including garbage, refuse and domestic wastes;

AND WHEREAS the Township recognizes the need to divert materials from the Township Landfill Site through the reduction, recycling and recovering of waste;

AND WHEREAS Council of the Township approved the Recycling Program for the municipality, which program shall include the collection and marketing of recyclable materials;

AND WHEREAS Council deems it in the public interest to establish a system for the collection of waste and recycling materials;

AND WHEREAS the Township has determined to manage the Township's Waste and Recycling Program by engaging the Contractor to perform the services on the Township's behalf as hereinafter defined;

NOW THEREFORE by this Agreement, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein; the parties here to agree with each other, and their respective administrators, successors and assigns, as follows:

AND WHEREAS, this agreement is authorized by Council;

NOW WITNESSETH, that in consideration of these presents and of other good and valuable consideration, the Township and the Contractor agrees as follows:

1. DESCRIPTION OF THE WORKS:

Haulage of the recyclable materials from curbside and designated recycling depot to the processing facility, and the processing/marketing of the recyclable materials. The contracted services also include curbside collection of household garbage and delivery to a designated site for disposal.

2. DEFINITIONS:

For the purpose of this Agreement:

- a) CAPITAL ASSETS shall mean the machinery, vehicles and equipment purchased by the Contractor and required to operate the collection system.
- b) CONTRACT SERVICES shall mean the overall operation of the Township's Program under the general direction and control of the Township. Contract

Services shall include but are not limited to:

- i. The purchase and maintenance of any and all Capital Assets required for the operation of the Program;
 - ii. The curbside collection of solid waste and recyclable materials in accordance with the Program from 2,296 households units and 140 commercial units in the Township;
 - iii. Weekly collection of recyclables at the Wingham Landfill Site – Five 6 yard bins
 - iv. The provision of any and all financial information and other operating data required by the Township to enable the Township to fulfil its financial reporting obligations.
- c) “Contract” means the Agreement to do the work entered into with the Municipality;
- d) “Contractor” means the Contractor who enters into an Agreement with the Municipality;
- e) “Depot” means public drop off site operated by the municipalities for receiving and bulking Recyclables for transport which may be stand-alone sites or part of larger operations;
- f) “Garbage” means regular household non-recyclable material set out by residents for curbside collection.
- g) “MOECC” means the Ontario Ministry of Environment and Climate Change;
- h) “MRF” or “Material Recovery Facility” means the licensed recycling processing facility where blue box materials are received, sorted and prepared for marketing;
- i) “Recyclables” means materials allowable in the bluebox program and defined by the MRF;
- j) “Signing Officer” means a representative of the Contractor’s firm who has the authority to enter into a Contract on behalf of the Proponent;
- k) “Work” means any services provided for monetary compensation by a Contractor under a contract awarded
- l) Corporation means Waste Management of Canada Corporation (WM)

3. CONTRACT ADMINISTRATOR

All communication concerning this contract will be directed to the following primary contact:

Director of Public Works
Township of North Huron
519-357-3550

4. DURATION OF CONTRACT

This agreement shall be in full force and effect from October 1, 2017 until September 30, 2020 until replaced by a new agreement or award. This agreement may be renewable at the end of the term upon mutual agreement.

5. RECYCLABLE PROCESSING

The Contractor shall assume all responsibility for the processing of materials, marketing, sale and collection of sale revenues. In the event that the MRF is unable or unwilling to process Recyclables, the Contractor shall immediately locate a satisfactory

alternative. Under no circumstances may recyclable materials be landfilled, stockpiled indefinitely or incinerated.

The Contractor shall provide the Municipality with monthly reports on:

- a) the marketed tonnes and revenues by material, and
- b) tonnage of residue, with sufficient detail to allow the Municipality to complete the Waste Diversion Ontario (WDO) Data call. All report information shall be submitted to the Municipality no later than February 14 of the following year.
- c) All weigh scales used in the performance of this contract are to be certified by and maintained in compliance with the Canadian Weights and Measures Act, R.S.C., 1985, c. W-6 and records shall be made available on request.

The Contractor shall share fifty percent (50%) of the revenue from the sale of recyclable materials sold to market based on the Reclay Steward Edge Price Sheet Composite Index. Included in the calculation will be capture rate, residue, and processing costs. Upon mutual agreement, this index may be exchanged for an alternative during the Contract term. MRF residue and capture rates will be noted in each monthly report and credited or debited on each monthly invoice.

5. YEARLY REQUIREMENTS

The Contractor shall provide the following documentation to the Municipality on or before the contract start anniversary of each year:

- a) A Certificate of Insurance
- b) A WSIB clearance certificate; and
- c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR).

6. CONTRACT PERFORMANCE SECURITY

The contractor shall provide performance security equal to \$20,000, prior to the commencement of the contract and will be made payable to the Township of North Huron.

7. PROVISION OF CONTRACTED SERVICES

- a) The Township engages the Contractor, and the Contractor accepts such engagement, for the furnishing of the Contract Services upon the terms and conditions contained herein, during the term of this Agreement.
- b) The Contractor is required to provide, at their own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to in the specifications
- c) The Contractor agrees that during the term of this Agreement, they shall perform the Contract Services herein described in such a manner as to maximize the diversion of recyclable materials that would otherwise be directed to the Township's landfill site.
- d) The Contractor shall, on a weekly basis, collect solid waste and recycling at the curbside from households in Wingham and Blyth (including 140 commercial units), Hutton Heights, and the Humphrey Subdivision in Belgrave, transporting to and depositing waste at the Township Landfill site, and recyclables to the MRF.
- e) The Contractor shall, on a bi-weekly basis, collect solid waste and recycling at the curbside from households in the East Wawanosh Ward and households within Whitechurch and Auburn that are in North Huron., transporting to and depositing said waste at the Township Landfill site and recyclables to the MRF.
- f) The Contractor shall transport to the MRF all recyclable materials that have been collected at curbside as well as those accumulated at the Township's recycling

depot site.

8. RECYCLABLE MATERIALS

The following materials shall be considered recyclable materials for purposes of this agreement:

- Corrugated Cardboard (clean flattened not to exceed 36 in. X 36 in.)
- Boxboard (cereal boxes)
- Newspaper and Magazines
- Household Paper, Books
- Milk and Juice containers (Polycoat/Aseptic/Gabletops)
- Aluminium cans
- Metal food and beverage containers
- Plastic Beverage Bottles, Containers (rinsed)
- Tubs & Lids (Yogurt containers)
- Glass Bottles and Jars (rinsed)

Examples of non-acceptable blue box materials are: food waste, foil gift wrap, gift bags, napkins, tissue paper, paper towels, toilet paper, waxy cardboard, laminated papers, candy wrappers, carbon paper, photographic paper, blueprint paper, facial tissue, thermal fax paper, motor oil and pesticide containers, plastic bags, prescription vials/bottles, Food storage container (i.e.Tupperware), planting pots/trays, shrink wrap, toys, plates, laundry baskets, meat trays, hangers, cutlery, pots and pans, aerosol and paint cans, snack/chip bags, medical waste, foam cups & containers (i.e. Styrofoam), etc.

9. MARKETING SUPPORT

- a) The contractor shall share all promotional materials with the customer that The Corporation creates, making minor, localized, changes as needed.
- b) Marketing materials available to the customer include:
 - i)Single stream recycling flyer (customizable)
 - ii) Fact sheets (customizable)
 - iii) Access to Recycle Often Recycling Right website (includes promotional and educational tools) <http://recycleoftenrecycleright.com/>
 - iv) Sticker system as a way to communicate restrictions and requirements to residents
- c) If there is a need to develop new and significant marketing materials, the contractor will provide support the cost will be provided upon request

10. COMPENSATION

- a) The Contractor shall prepare a monthly invoice. Payment shall be net 30 days upon invoicing of the Township by the Contractor.
- b) Compensation to the Contractor for Contract Services performed shall be as listed below for all services plus 13% HST.

Curbside Year 1

October 1, 2017 to September 30, 2018				
Item	Units	Annual Price/Unit	Total Annual Cost	Total Monthly Cost
Weekly Waste (urban)	2106	\$38.40	\$80,870.40	\$6,739.20
Weekly Recycling (urban)	2106	\$50.04	\$105,384.24	\$8,782.02
Bi-Weekly Waste (rural)	330	\$19.20	\$6,336.00	\$528.0
Bi-Weekly Recycling (rural)	330	\$25.08	\$8,276.40	\$689.70
Total Annual Cost			\$200,867.04	\$16,738.92

Curbside Year 2

October 1, 2018 to September 30, 2019				
Item	Units	Annual Price/Unit	Total Annual Cost	Total Monthly Cost
Weekly Waste (urban)	2106	\$39.17	\$82,492.02	\$6874.34
Weekly Recycling (urban)	2106	\$51.04	\$107,490.20	\$8957.52
Bi-Weekly Waste (rural)	330	\$19.58	\$6,461.40	\$538.45
Bi-Weekly Recycling (rural)	330	\$25.58	\$8,441.40	\$703.45
Total Annual Cost			\$204,885.02	\$17,073.75

Curbside Year 3

October 1, 2019 to September 30, 2020				
Item	Units	Annual Price/Unit	Total Annual Cost	Total Monthly Cost
Weekly Waste (urban)	2106	\$39.95	\$84,141.86	\$7,011.82
Weekly Recycling (urban)	2106	\$52.06	\$109,640.04	\$9,136.67
Bi-Weekly Waste (rural)	330	\$19.97	\$6,590.63	\$549.22
Bi-Weekly Recycling (rural)	330	\$26.09	\$8,610.23	\$717.52
Total Annual Cost			\$208,982.76	\$17,415.23

Landfill Depot Year 1

October 1, 2017 to September 30, 2018				
Location	Initial # of Units	Annual Price/Units	Total Annual Costs	Total Monthly Cost
Wingham Landfill Site	5	\$118.80	\$594.00	\$49.50
Total Annual Cost- Weekly Collection			\$594.00	\$49.50

*Extra pick up - \$9.90 per lift

Landfill Depot Year 2

October 1, 2018 to September 30, 2019				
Location	Initial # of Units	Annual Price/Units	Total Annual Costs	Total Monthly Cost
Wingham Landfill Site	1	\$121.18	\$121.18	\$10.10
Total Annual Cost- Weekly Collection			\$121.18	\$10.10

*Extra pick up - \$10.10 per lift

Landfill Depot Year 3

October 1, 2019 to September 30, 2020				
Location	Initial # of Units	Annual Price/Units	Total Annual Costs	Total Monthly Cost
Wingham Landfill Site	1	\$123.60	\$123.60	\$10.55
Total Annual Cost- Weekly Collection			\$123.60	\$10.55

*Extra pick up - \$10.30 per lift

- c) Supplemental Services included below are available as needed:
- i. Temporary Rolloff bins for disaster clean-ups, renovations, etc. is available for \$150 delivery, \$225 for service and \$85 per MT disposal.
 - ii. Disposal charges at our Mount Forest transfer is available for \$85 per metric tonne, indexed each year from the commencement of the contact
 - iii. Provision for Bagster service, inground system (i.e. Molok, Envirowirx, Sutera) service can be provided upon request
 - iv. Hourly rates for vehicle usage for emergency services can be provided

- upon request
- v. Provision for diversion materials such as bale wrap, electronics, tires, metal, yardwaste and construction material can be provided upon request

11. ESCALATION

Unit costs will be adjusted annually on the anniversary date of the Contract term starting October 1, 2018. The CPI contract adjustment is 2% for each subsequent year of the contract, including renewals. The annualized costs presented in Clause 10 includes the annual adjustment noted.

12. INSURANCE

Throughout the life of the project, the Contractor will be required to obtain and keep in full force and effect the required insurance policy(s) as follows:

- a) Commercial General Liability Insurance: insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the Township may from time to time request or other types of policies appropriate to the work as the Township may reasonably require. In addition, any Sub-Contractors have to be approved by the Township before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall include as additional insured "The Corporation of the Township of North Huron", contain a cross-liability clause, severability of interests clause endorsement, and contain a clause including Contractual Liability coverage arising out of the contract or agreement;
- b) Automobile Liability Insurance: that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Contractor for the provisions of Services;
- c) Non-Owned Automobile Liability Insurance: in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of vehicles not owned by the Contractor for the provisions of Services.

13. WORKPLACE SAFETY AND INSURANCE BOARD

- a) A copy of the Contractors Certificate of clearance from the Workplace Safety and Insurance Board must be submitted to the Township. Clearance certificates should be renewed every ninety (90) days throughout the term of the project, and will be required prior to payment.
- b) The Contractor shall at all times pay or cause to be paid any assessment required to be paid pursuant to the requirements of the Workplace Safety and Insurance Board Act. Upon failure to do so, the Township may pay such assessment, and shall deduct said expenses from the Contractor's compensation.
- c) The Township may, at any time during the performance of or upon completion of the contract, require a declaration that the assessments required by W.S.I.B. have been paid.

14. HEALTH & SAFETY

- a) The Contractor, upon request, will provide the Township, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed.
- b) The Contractor will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of Constructors and duties of employers) and applicable regulations.

15. MISCELLANEOUS WORK, PROTECTION, ETC

The Contractor shall be responsible and make good for any damage done, by his employees, subcontractors and materials of the work, to the Township's property or materials, and he shall, at his own expense, replace all materials, property and work damaged to such an extent that they cannot be restored to original condition.

16. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality are legally responsible to comply with the provisions outlined in Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service, with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of the Regulation, as well as instruction regarding matters set out in Section 6 of the Regulation.

17. TRAFFIC CONTROL AND VEHICLE LOADING

- a) The Contractor shall provide adequate control of traffic while operating on municipal road allowances.
- b) Where a vehicle is hauling material under this contract upon a public highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether or not such vehicle is registered in the name of the Contractor.

18. PERMITS

The Contractor shall obtain and pay for at his own expense, all licences or permits required by law or statute or regulation made there-under. Pursuant to the Environmental Protection Act Section 27, Environmental Compliance Approvals must be provided for Waste Disposal Sites for processing and transfer facilities used AND Waste Management Systems for Hauling operations.

19. EQUIPMENT

- a) The Contractor will be responsible for maintenance, repairs and all other operating costs of equipment required, including gas, licencing, insurance, storage, washing, etc. The unit(s) to be used for the performance of the services as herein provided must at all times be of the type and capacity as approved by the Council of the Township.
- b) The Contractor shall at all times provide, operate, and fully maintain a sufficient number of vehicles to perform the collection services specified herein. The Township shall have the right to cause the Contractor, at any time after the commencement of the contracted operations, to increase the number of collection units to such number as may be determined by the Township, thereby ensuring adequate performance of the contract.
- c) Units to be used for the performance of the services as herein provided must have fully enclosed, leak-proof bodies of sufficient capacity and unloading the refuse mechanically, mounted on adequate truck chassis, all at the approval of the Township. Spreading of refuse at the Landfill site will not be permitted.
- d) All equipment supplied by the Contractor must be kept clean and neat in appearance at all times. The Contractor shall ensure that all employees, while engaged in the collection services, will at all times maintain a high degree of cleanliness.

20. CHANGES IN SCHEDULE

When a holiday is to be observed by the Contractor, collection shall be accelerated so as to be completed within the calendar week, subject to the approval of the Township Public Works Director.

21. GOVERNING LAWS

The laws of Ontario and Canada shall govern the interpretation of this Agreement.

22. NOTICE

Any notice, demand, acceptance or request given there-under ("Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to strike, lock-out, or otherwise), addressed to the party to whom it is given, as follows:

- a) In the case of the Township:
The Corporation of the Township of North Huron
C/O Director of Public Works
P.O. Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
- b) In the case of the Contractor:
Waste Management of Canada Corporation
C/O Area Vice President
219 Labrador Drive
Waterloo, ON N2K 4M8

Any notice shall be deemed to have been given to and received by the party to whom it is addressed, if delivered, when delivered and, if mailed, on the forth business day after the mailing thereof. Any party may, by notice given s aforesaid, designate a change of address to which a notice to such party shall be given and any notice to such party shall thereafter be delivered or sent to such address.

23. WAIVER

Both parties agree that any actions of the other party in contravention of the terms of this Agreement shall not be relied upon as a waiver of any terms of this Agreement and no approvals given by any employee of the Township or of the Contractor shall constitute a waiver by the Township or the Contractor, whatever the case may be, of any of the terms of this Agreement unless ratified in writing by the Township and the Contractor.

THE TOWNSHIP OF NORTH HURON

Date

By: _____
Name: Neil Vincent
Title: Reeve

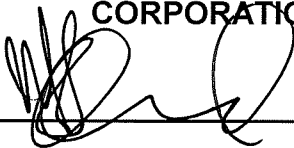
Date

By: _____
Name: Kathy Adams
Title: Clerk

I/We have authority to bind the corporation.

**WASTE MANAGEMENT OF CANADA
CORPORATION**

June 15, 2017
Date

By: _____


Name: Martin Ellard
Title: Area Controller

I/We have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 60-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Memorandum of Understand between the Corporation of the Township of North Huron and
Cliff’s Plumbing & Heating for the HVAC Upgrades for the Aquatic Centre
at the North Huron Wescast Community Complex.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Memorandum of Understand between the Corporation of the Township of North Huron and Cliff’s Plumbing & Heating for the HVAC Upgrades for the Aquatic Centre at the North Huron Wescast Community Complex;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Memorandum of Understand between the Corporation of the Township of North Huron and Cliff’s Plumbing & Heating for the HVAC Upgrades for the Aquatic Centre at the North Huron Wescast Community Complex.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk



TOWNSHIP OF NORTH HURON

Box 90

274 Josephine Street, Wingham, ON

Phone (519)357-3550

Fax (519)357-1110

HVAC UPGRADES

AQUATIC CENTRE

NORTH HURON WESCAST COMMUNITY COMPLEX

99 Kerr Drive, Wingham, ON

I/We the undersigned, have carefully examined the locality and site of the proposed works, and the terms and conditions of this agreement, and hereby agree to furnish all labour, materials, equipment and services necessary to complete the work in accordance with the attached details:

SCOPE OF WORK INCLUDED IN QUOTES PROVIDED BY Cliff's Plumbing & Heating, DATED June 23, 2017 and March 8, 2017:

- Repairs and upgrades to the HVAC equipment at the North Huron Wescast Community Complex Aquatic Centre as prescribed by Andrew Piatek, P.Eng, of Chorley + Bisset Consulting Engineers.
- The work includes installation of two new boilers, replacement of the HVAC duct rings and rods, temporarily remove supply air and return air grills and diffusers for cleaning, upgrade operating controls for the Dectron,
- Three Quotes from Cliff's Plumbing & Heating are attached and include:
 - Quote 1: Upgrade of Operating Controls For Dectron (RS-152 Serial 16399) dated March 8, 2017
 - Quote 2: Installation of Two New Boilers dated June 23, 2017
 - Quote 3: Balancing of Dectron and Air Flow, removal of supply air and return air grills and diffusers for cleaning, install new aluminum hanger rods and straps to support the duct system dated June 23, 2017

PROJECT PRICE – AS PER QUOTES ATTACHED

Quote 1: \$31,150.00

Quote 2: \$36,790.00

Quote 3: \$11,200.00

Total: \$79,140.00 excluding HST

CONTRACTOR:

Cliff's Plumbing & Heating

1136 Bruce Road 86

PO Box 309

Lucknow, ON. N0G 2H0

Contact: Cliff Mann

Email: cliff@cliffsplumbing.com

Phone: 519-528-3913

I have the authority to bind the Cliff Plumbing and Heating to a contract:

Print Name: _____

Signature: _____

Date: _____

Township of North Huron Signatures:

Reeve, Neil Vincent

Date

Clerk, Kathy Adams

Date

TERMS AND CONDITIONS:

1. As the contractor on this project, you have visited the site and reviewed the information from Andrew Piatek of Chorley + Bisset Consulting Engineers on the site conditions and required repairs and upgrades. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the sites which were visible or reasonably inferable prior to date of the price submitted and agreed upon here in these terms of understanding.

CONTRACT TIMING

<u>DATE</u>	<u>DETAILS</u>
July 31, 2017	Project start date
October 6, 2017	Project completion date

The Aquatic Centre at the NHWCC will be closed from July 31, 2017 until October 6, 2017. Acapulco Pools Inc. is the contractor hired to complete the renovations to the pool inside the pool area. With the exception of the installation of the new aluminum hanger rods and straps, and the balancing of all air quantities, the work performed by Cliff's Plumbing and Heating will be in the Aquatic Centre Mechanical Room and the roof top over that space. Cliff's Plumbing and Heating agrees to separate their work from the work of Acapulco Pools Inc. by either space or time during the renovation so that each contractor is responsible for their own Health and Safety. The work schedule will be finalized and sized off by each contractor to confirm separation of time and space.

STATEMENT OF QUALIFICATIONS

- a. Any subcontractors on the project must be approved in advance by the Township of North Huron. Cliff's Plumbing and Heating is responsible for any work performed by subcontractors on the project. Cliff's Plumbing and Heating will provide in advance a list of subcontractors and their scope of work for this project. All subcontractors are required to carry their own insurance as outlined below, for this project.
- b. For work performed by Cliff's Plumbing and Heating, employees carrying out this contract must all be employees of the contractor.

GENERAL CONDITIONS

EXTENT

The Contractor shall be liable for all costs of doing the work including labour, equipment and materials.

CONTRACTOR'S RESPONSIBILITIES

- a. On notification of acceptance of the contract, and before the commencement of work, the contractor must provide the Township of North Huron with a Certificate of Insurance as per the following;
 - I. The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of North Huron from any and all claims which may arise from the Contractors operations where bodily injury, death or property damage is caused, and shall without restricting the generality of the foregoing, maintain insurance acceptable to the Township, subject to limits of liability of not less than \$5,000,000.00 inclusive.
 - II. The Contractor shall maintain Comprehensive General Liability Insurance covering Premises and Operations Liability (including loading and unloading of automobiles), products and/or Completed Operations Liability on the project for at least twelve months after termination of the work), Liability with respect to all the operations including Contractor's Liability with respect to operations of Sub-Contractor and Automobile Liability Insurance (owned, non-owned, or hired units).
 - III. All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumptions of liability and his indemnity covenants under the contract.
 - IV. All liability insurance policies shall be written in the names of the Contractor and the Township of North Huron shall be named as an additional insured. The Contractor agrees to provide the Township a Certificate of Insurance in compliance with the above, including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to the Township. Such certificate shall clearly indicate the amount deductible/applicable, if any.
 - V. The Contractor shall maintain such insurance and pay such assessments as to protect both the Contractor and the Township of North Huron from claims under the Workers' Compensation Act.

WORKERS' COMPENSATION

The Contractor shall submit a Clearance Certificate prior to commencing the project.

PROTECTION OF PROPERTY

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any Damage done to the Township's or surrounding property must be made good to the satisfaction of the Township.

LEGISLATION APPLICABLE

The Contractor shall comply with all the applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Township by-laws. Failure to do so may result in stoppage of work by the Township or Ministry of Labour. Any additional expense incurred as a result of stoppage in work as a result of non-compliance to the Occupational Health and Safety Act will be the responsibility of the Contractor.

The Contractor must provide notice of project to the Ministry of Labour.

WORKMANSHIP

Workmanship and quality of work shall be first class in accordance with best standard practice for this type of work, and shall be subject to inspection by the Township of North Huron and Andrew Piatek of Chorley + Bisset Consulting Engineer. During the progress of work, the premises will be kept free from unnecessary accumulation of tools, equipment, surplus material, empty containers and debris. Equipment will be moved off site or stored in designated area at the end of the work day.

SHOP DRAWINGS AND INSPECTIONS

Cliff's Plumbing and Heating will provide shop drawings for the project for pre-approval by the Township of North Huron's engineer on the project. At 50% project completion, Cliff's Plumbing and Heating will provide notice to the Township to allow for a mid-project engineer inspection. At substantial completion, Cliff's Plumbing and Heating will provide notice to the Township to allow for a final engineer inspection.

PROTECTION

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workers, by accidents around and adjacent to the project.

DIRECTION FROM NORTH HURON

The Director of Recreation and Facilities or his/her designate reserves the right to direct the project as required to ensure safety, inspections, site meetings, or project change orders.

Contact Larry Meyer, Wingham Facilities Manager to arrange for building/roof access. Notify the Township of start date for the project by contacting Larry Meyer:

Phone: 519-357-1208 x26

Email: lmeyer@northhuron.ca

METHOD OF PAYMENT

The project will be invoiced at the end of completion to the Township of North Huron.

Method of payment will be cheque made out to the Contractor. Payment will be made within 30 days of receipt of the invoice.

ATTACHMENTS:

Cliff's Plumbing and Heating quotes

Township of North Huron
Wingham

June 23, 2017

Larry Meyer <LMeyer@northhuron.ca>
519-357-1208 Ext26

Installation of Two New Boilers

Supply & Install

- 2 Triangle Tube PA 399 Boiler
- Remove existing Lochinvaar boiler
- All necessary gas piping and venting
- Revisions to 3" hydronic piping loop to create reverse return flow arrangement
- Welding required for revisions to 3" piping
- Reinsulate all new and existing piping wit 1.5" thick fibreglass insulation and finish with PVC jacket
- Labour

For The Sum of Thirty Six Thousand Seven Hundred Ninety \$ 36,790.00
Dollars

HST Is Extra

Note this price includes \$3,500.00 for insulating



1136 Bruce Road 86, P.O. Box 309, Lucknow, Ontario N0G 2H0
Phone: 519-528-3913 Toll Free: 1-800-449-CLIF Fax: 519-528-3125
www.cliffsplumbing.com

Township of North Huron
Wingham On

03/08/2017

North Huron Westcast Community Centre

Upgrade of Operating Controls For Dectron (RS-152 Serial # 16399)

Supply & Install

- 1 Dectron Supervisaire control panel update
includes three days of Dectron on site installation

Owner instruction included

For The Sum of Thirty One Thousand One Hundred Fifty Dollars

\$ 31,150.00

HST Is Extra

Township of North Huron
Wingham On

06/23/2017

North Huron Westcast Community Centre

Labour and Materials to complete the following

Temporarily remove supply air and return air grills and diffusers for
cleaning by others then reinstall

Install new aluminum hanger rods and straps to support the duct system
reusing existing anchors

Restore original outside airflows in Dectron unit. Balance and verify all air
quantities. Adjust air distribution patterns at high level ductwork

For The Sum of Eleven Thousand two Hundred Dollars

\$ 11,200.00

HST Is Extra

Genie lift to be provided by owners expense

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 61-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Development Agreement between the Corporation of the Township of North Huron
and Britespan Building Systems for water and sanitary services.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Development Agreement between the Corporation of the Township of North Huron and Britespan Building Systems for water and sanitary service;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Development Agreement between the Corporation of the Township of North Huron and Britespan Building Systems for water and sanitary services.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

CORPORATION OF THE TOWNSHIP OF NORTH HURON

DEVELOPMENT AGREEMENT

between

BRITESPAN BUILDING SYSTEMS

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Dated July __, 2017

The Corporation of the Township of North Huron
274 Josephine St., Box 90
Wingham, ON N0G 2W0

THIS AGREEMENT made in triplicate on the _____ day of July, 2017 A.D.

BETWEEN:

BRITESPAN BUILDING SYSTEMS

hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the owner of land at 688 Josephine Street adjacent to the Township of North Huron (the “Lands”) and proposes to develop said Lands.

AND WHEREAS the Developer wishes to obtain potable water for his development from the Municipality via a proposed private servicing easement over 63 North Street West (Maitland Welding)

AND WHEREAS the Developer agrees to construct a service to the municipal water system to provide water service for development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 -- INSTALLATION OF MUNICIPAL SERVICES

1.1 General

The Developer shall design, construct and install at his own expense (subject to the cost-sharing provisions of Section 4.1) and in good workmanlike manner municipal services to the Servicing Standards of the Municipality for the watermain installation. Without limiting the generality of the foregoing, the Developer shall, or shall contract with and instruct its contractors, engineers or other professionals (as applicable) as follows:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To enter into and deliver the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County of Huron, and others as required;

- (e) To provide the field layout and the full time supervision of municipal watermain construction;
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance;
- (g) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality's Engineer, for all Works specified in this Agreement;
- (h) To provide certification that the installation of the Works was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer, acting reasonably;
- (i) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the Works in accordance with this Agreement and good engineering practices.

1.2 Municipality's Legal and Engineering Costs

- (a) The Developer agrees to pay its share of the Municipality's cost of the Municipal Solicitor and of the Municipality's Engineer's invoices for the checking of plans and specifications and for supervision and inspection on behalf of the Municipality in accordance with Section 4.1 hereof.
- (b) The Developer shall be invoiced regularly by the Municipality for its share of all costs incurred by the Municipality with respect to this Agreement pursuant to Section 1.2 (a).
- (c) The Developer shall reimburse the Municipality for its share of all costs incurred by the Municipality as referred to in Section 1.2 (a) herein, within thirty (30) days of each billing.

1.3 Developer's Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality to complete any tasks required to be completed by the Developer's engineers pursuant to this Agreement, including without limitation the items identified in paragraphs 1.1(a), (b), (e), (f) and (h) above.

1.4 Works to be Installed

The Works to be installed are generally described as follows:

- *A proposed 200mm diameter water service between the existing 200mm diameter watermain on the south side of North Street West and a proposed valve on property line. The Municipality cannot guarantee that the water system will be able to provide pressure and flow for a sprinkler system. Should the building be designed to require a sprinkler system, the Developer may need to add additional internal boosting equipment.*
- *A proposed 150mm diameter sanitary service between a proposed maintenance hole to be installed on the existing 200mm diameter sanitary sewer; just west of the proposed water service; and property line*

The Works are to be as indicated on Drawings 4186-1 through 4186-4 Titled "Legend, Project Notes & Details Plan", "Original Conditions and Removals Plan", "Grading

and Erosion and Sediment Control Plan”, and “Site Servicing Plan”, as prepared by Meritech Engineering, subject to changes and modifications as may be permitted in accordance with the terms of this Agreement.

Watermain materials shall be in accordance with current Municipal and OPSD standards.

All watermain and appurtenances to be installed, bedded and backfilled in accordance with current Ontario Provincial Standard Specifications and to the satisfaction of the Municipality.

Minimum 1.8 metre depth of cover over all mains and services.

All watermain shall be tested, flushed, swabbed and disinfected. Such procedures shall be in accordance with OPSS 441 for pressure testing and the most recent version of AWWA C651 and the MOECC “Watermain Disinfection Procedure” for disinfection and connection to the waterworks system. The Developer shall inform the Municipal Engineer when the watermain is to be tested and disinfected. Bacteriological testing will be completed by the municipal operating authority. The Developer will be billed for any testing or retesting required. Any failure of the testing and disinfecting shall require the Developer to reflush, retest and/or re-disinfect the watermain until the watermain has met the requirements of the Ontario Provincial Standard Specifications and the MOECC, to the satisfaction of the Municipality. Minimum requirements for bacteriological testing are:

- *Escherichia coli – not detectable*
- *Total coliforms – not detectable*

All chemicals and materials used in the disinfecting of the drinking water system shall conform to the following standards:

- *AWWA B300 for Hypochlorites*
- *AWWA B301 for Liquid Chlorine*
- *NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects*
- *NSF/ANSI 61, Drinking Water System Components – Health Effects.*

1.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality’s Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

Any changes or modifications required to the design due to actual site conditions shall not be made without the approval of the Municipality (and, if require by the Municipality, the approval of the Municipality’s Engineer), which approval shall not unreasonably withheld.

1.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the plan has been approved by the Municipality’s Engineer and the Developer has provided 72 hours written notice to the Municipality’s Engineer of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction for a period of greater than fourteen (14) days, the Developer shall provide 24 hours written notification to the Municipality’s Engineer before work is resumed.

1.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of this Agreement. If he fails to do so, having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Municipality, then upon the Municipality giving fourteen (14) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the said Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the Developer's share of the cost thereof (in accordance with Section 4.1) together with an engineering fee of ten percent (10%) of the Developer's share of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities.

1.8 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the development and shall pay the Developer's share (in accordance with Section 4.1) for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

1.9 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require television camera or soil tests to be carried out, and the Developer's share (in accordance with Section 4.1) of the cost of such tests shall be paid by the Developer within thirty (30) days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

1.10 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

1.11 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Municipality's Engineer.

1.12 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Works Superintendent shall notify the Developer in writing from time to time of the requirements of the Municipality.

SECTION 2 -- ACCEPTANCE OF WORKS

2.1 Preliminary Acceptance of the Works

The Municipality will grant Preliminary Acceptance of servicing upon completion of the installation of the Works, and upon completion of all testing and commissioning of the Works, which shall be completed by the Municipality forthwith upon receiving notice from the Developer that installation of the Works is complete.

2.2 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all services and for its share of the costs thereof (in accordance with Section 4.1) until a Certificate of Final Acceptance is issued. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance of the Works (the "Maintenance Period"). During this Maintenance Period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Clause 4.2 (d) of this Agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the Developer's share of the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing, then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the Works shall be transferred to the Municipality once the watermains are commissioned. Any municipal costs associated with repair and maintenance of the water distribution system during the maintenance period shall be charged back to the Developer and the Developer shall pay its share of such amounts (in accordance with Section 4.1) to the Municipality within thirty (30) days of receiving the associated invoices.

2.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance towards the end of the Maintenance Period outlined in Section 2.2, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied all repairs or maintenance work on the applicable services have been completed.

and the Municipality has:

- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
- Received as-built drawings as detailed elsewhere in this Agreement.

2.4 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality for the purposes for which such Works were designed, being the delivery of water to the Developer's property.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.

- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used; provided, however, that the Municipality shall indemnify and hold the Developer harmless from any loss incurred by or claim against the Developer (including any loss or claim arising under this Agreement) resulting from the negligence of the Municipality or its agents in making use of the Works prior to acceptance by the Municipality.

2.5 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the Lands.

Notwithstanding the above, after the Developer and Municipality agree on connection of the Works, the Municipality will become the operator of said Works. This will not relieve the Developer of any maintenance responsibilities under this Agreement.

2.6 Emergency Repairs

Employees or agents of the Municipality may enter onto the Lands at any time or from time to time prior to Final Acceptance of the Works for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 3 – ADMINISTRATION

3.1 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer in accordance with Section 4.1" and "as approved or accepted by the Municipality, acting reasonably", unless specifically stated otherwise.

3.2 Insurance

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk, acting reasonably. Such policy or policies shall be issued in the joint names of the Developer, the Municipality, the Municipality's Engineer and the County of Huron and the form and content shall be subject to the approval of the Municipality, acting reasonably. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts upon providing reasonably justification for such increase to the Developer in writing. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy or any replacement policy that the Developer may obtain (provided that there is no interruption in coverage) shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

3.3 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be effective three (3) business days following the deposit of such notice in the Post Office.

3.4 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

3.5 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

3.6 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement. Within eighteen (18) months of the date of commencement of the Works, the Developer shall complete the Works unless written consent altering this condition is received from the Municipality. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 1.7 of this Agreement.

3.7 No Municipal Engineer Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the Lands (each hereinafter in this clause called “such person”), any rights against the Municipality’s Engineer with respect to the failure of the Municipality’s Engineer to perform any obligations under this Agreement.

The only duty and responsibility of the Municipality’s Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality’s Engineer under this Agreement do not in any way create any liability on the part of the Municipality’s Engineer to the Developer or any person acquiring any interest in the Lands.

3.8 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

3.9 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

3.10 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

SECTION 4 – FINANCIAL PROVISIONS

4.1 Cost Sharing

The Developer is completely and wholly responsible for the cost of the watermain and sewer installation in accordance with the standards and specifications as outlined in this Agreement.

4.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the services and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of construction, that being **\$16,024.50** and as approved by the Municipality's Engineer and Municipal Council, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of the work being **\$16,024.50** and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 10%.
- (d) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:
"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

4.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 4.1 herein may be made upon commissioning of the works.

- (a) To obtain a reduction in security the Developer shall file with the Municipality's Engineer a written application.
- (b) The application shall include written confirmation from the Developer's Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of municipal watermain construction by the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.

- (d) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the Developer’s share of the estimate of the Works or ten thousand dollars (\$10,000.00).

SECTION 5 – SIGNATURES

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this day of July A.D. 2017.

(BRITESPAN BUILDING SYSTEMS
(
(_____
(Title:
(I/We have authority to bind the Corporation
(
(THE CORPORATION OF THE TOWNSHIP OF
(NORTH HURON
(
(_____
(Reeve
(
(_____
(Clerk
(We have authority to bind the Corporation

Developer’s Address: _____
Developer’s Telephone: _____
Developer’s Facsimile: _____

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 62-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
an Agreement between the Township of North Huron and Acapulco Pools
for the North Huron Westcast Pool Restoration Project.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing an Agreement between the Township of North Huron and Acapulco Pools for the North Huron Westcast Pool Restoration Project;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, an Agreement between the Township of North Huron and Acapulco Pools for the North Huron Westcast Pool Restoration Project.
2. That a copy of the said Agreement is attached hereto and designated as Schedule 'A' to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JULY, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

CCDC 2

stipulated price contract

2 0 0 8

North Huron Westcast Community Complex

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 16th day of March in the year 2017 .

by and between the parties

The Corporation of the Township of North Huron

hereinafter called the "*Owner*"

and

Acapulco Pools Limited

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
Renovation of Pool at North Huron Westcast Community Complex

located at

99 Kerr Drive, Wingham, ON N0G 2W0

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which
N/A

insert above the Place of the Work

is acting as and is hereinafter called the "*Consultant*" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 31st day of July in the year 2017 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 22nd day of September in the year 2017 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

-Schedule A - Specifications

-Schedule B - Schedule

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred & Eighty Two Thousand, Eight Hundred & Ninety-----xx
_____/100 dollars \$ 282,890.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Thirty Six Thousand, Seven Hundred & Seventy Five ----- 70
_____/100 dollars \$ 36,775.70

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three Hundred & Nineteen Thousand, Six Hundred & Sixty Five-----70
_____/100 dollars \$ 319,665.70

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten _____ percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the Township of North Huron

*name of Owner**

PO Box 90, Wingham ON N0G 2W0

address

facsimile number

kscholl@northhuron.ca

email address

Contractor

Acapulco Pools Limited

*name of Contractor**

1550 Victoria St N, Kitchener, ON N2B 3E2

address

519-579-3444

facsimile number

info@acapulcopools.com

email address

Consultant

N/A

*name of Consultant**

address

facsimile number

email address

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the

English

 /

French

 # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the Township of North Huron

name of owner

signature

signature

Neil Vincent, North Huron Reeve

name of person signing

name and title of person signing

signature

signature

Kathy Adams, North Huron Clerk

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Acapulco Pools Limited

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

SCHEDULE A

Specifications

Labour equipment and materials to renovate the pool.

1.0 Demolition

- 1.1 Remove existing PVC membranes and any underlay materials on floor, stairs, bench, ramp and dividing wall
- 1.2 Hydroblast concrete surfaces to a CSP3 and remove any adhesives
- 1.3 Grind concrete as required to adhere a surface ready for a thin set tile application

2.0 Tile

- 2.1 1x1 mosaic tile as manufactured by Dal Tile for the pool floor and any concrete walls, steps, ramps, benches
 - Bench edge tile specified in the samples for the bench edge
– Code S812-R08 Sapphire Sky
 - A62 Glacier (Main Colour)
 - R08 Sapphire Sky (Contrast Colour)
- 2.2 Waterproof concrete surfaces with a Hydroban by Laticrete
- 2.3 Wall conditions are unknown at this time that may require surface preparation, to be determined once liner is removed
- 2.4 Contrasting tile lane line and other miscellaneous markings with tile colour R08 Sapphire Sky
- 2.5 Thinset to be 254 Platinum by Laticrete
- 2.6 Grout to be epoxy Spectra Loc Pro by Laticrete
- 2.7 1x1 mosaic tile manufactured by Dal Tile for repair/replace along the pool edge deck tiles with colour A12 Salt & Pepper
- 2.8 Repair deck tile. Repair is based on 2 mechanics for 2- 8 hour days including labour, material, and tools (Allowance included is \$3,950.00)

3.0 Pool Equipment

- 3.1 Supply and install 4 VGBA unblock-able drain grates
- 3.2 Waterproof drain sumps
- 3.3 Drains to be flush with tile
- 3.4 Contrasting 1x1 mosaic tile along each drain 50mm in width
- 3.5 Provide a tile 150mm black disc in deepest point in the pool
- 3.6 Provide a 45m Stenner feed pump complete with polyethylene storage tank with a removable cover
- 3.7 Connect the feed pump to the discharge of the circulation pump after the pool heater connections.
- 3.8 Provide a 24hr timer for the feed pump
- 3.9 We assume that there is an electrical receptacle in the equipment room located in a reasonable location
- 3.10 Pipe with 3/8" polyethylene tubing

4.0 PVC Membrane

- 4.1 Surface preparation by cleaning and pressure washing the walls to remove any loose materials and debris
- 4.2 Provide a 60mil PVC membrane to the walls of the pool and mechanically fasten the membrane to the concrete slab
- 4.3 Fasten 3/8" white PVC termination strip with stainless steel screws and plastic anchors
- 4.4 Only walls that are not tiled will have membrane installed
- 4.5 PVC membrane will be mechanically fastened at the vertical surface either below the tile or at the top of the tile and determination will occur after the pool is drained

5.0 Ultra Violet

- 5.1 Provide model PM200EI/6AW Hanovia PM 200EI ultraviolet
- 5.2 Provide necessary PVC piping to match the schedule installs in the equipment room
- 5.3 Provide 3-6" PVC butterfly valves complete with flanges and zinc plated hardware
- 5.4 Provide a PVC spool with a stainless steel hat strainer
- 5.5 Ultraviolet to operate on medium pressure
- 5.6 Provide electrical hook-up to the UV
- 5.7 Provide the electrical UV panel
- 5.8 Provide the necessary ESA inspections
- 5.9 All equipment to be CSA approved

6.0 Miscellaneous

- 6.1 Provide a PVC grate at the end of the ramp
- 6.2 Grate manufactured by EMCO

7.0 By Others

- 7.1 All work not listed
- 7.2 Draining and re-filling of the pool
- 7.3 Cost of Water
- 7.4 Any work of the building of walls and ceilings
- 7.5 Any work to the HVAC system
- 7.6 Any replacement of deck equipment
- 7.7 Balancing of the pool water after the pool has been filled
- 7.8 Final Cleaning of pool deck

8.0 Warranty

- 8.1 Tile, thinset, waterproofing and grout has extended warranty for 25yrs from date of substantial completion provided by Laticrete International.
- 8.2 5yr Tile warranty from Dal Tile
- 8.3 15yr Tile labour and materials warranty from Acapulco Pools
- 8.4 5yr PVC Membrane, wall and floor interface and tile Interface, labour and materials warranty
- 8.5 All other work is warrantied for a period of one year
- 8.6 All warranties start at the date of substantial completion.

9.0 Change Orders

- 9.1 Acapulco will provide pricing at cost plus 15% for overhead and profit for approval before proceeding with the work.

10.0 Clean Up

- 10.1 Acapulco will remove and dispose of all waste material
10.2 Acapulco will provide a broom clean pool deck upon completion

11.0 Work Hours

- 11.1 Required work hours are from 7:30am to 5:00pm – Monday to Friday

12.0 Submittals

- 12.1 Contractor to provide submittals of all equipment prior to commencing work
12.2 Provide samples as required

13.0 Contract Security

- 13.1 Performance Bond in the amount of 50% of the contract value
13.2 Labour & Material Bond in the amount of 50% of the contract value

"THE ACAPULCO ACTION PROGRAM"™
DURATION SCHEDULE



ID	Task Name	Duration	Start	Finish	17 Jul	24 Jul	31 Jul	07 Aug	14 Aug	21 Aug	28 Aug	04 Sep	11 Sep	18 Sep	25 Sep	02 Oct	
1	Owner to Drain Pool	1 day	Fri 28 Jul '17	Fri 28 Jul '17													
2	Mobilization	5 days	Mon 31 Jul '17	Fri 04 Aug '17													
3	UV & Chemical Feed	5 days	Mon 31 Jul '17	Fri 04 Aug '17													
4	Demolition	5 days	Mon 31 Jul '17	Fri 04 Aug '17													
5	Hydroblasting	3 days	Thu 03 Aug '17	Mon 07 Aug '17													
6	Waterproofing	5 days	Mon 07 Aug '17	Fri 11 Aug '17													
7	Tile Pool	15 days	Mon 14 Aug '17	Fri 01 Sep '17													
8	PVC Liner on Walls	12 days	Fri 01 Sep '17	Mon 18 Sep '17													
9	Tile Curing	10 days	Mon 04 Sep '17	Fri 15 Sep '17													
10	Fill Pool	3 days	Mon 18 Sep '17	Wed 20 Sep '17													
11	Demobilization	5 days	Mon 18 Sep '17	Fri 22 Sep '17													
12	Commissioning	5 days	Mon 18 Sep '17	Fri 22 Sep '17													
13	Open to the Public	1 day	Mon 25 Sep '17	Mon 25 Sep '17													

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON
BY-LAW NO. 63(2017)**

**A BY-LAW TO AMEND SCHEDULE “B” TO BY-LAW NO. 54 (2007)
BEING A BY-LAW TO ADOPT AN EMERGENCY MANAGEMENT
PROGRAM FOR THE TOWNSHIP OF NORTH HURON**

WHEREAS the Council of the Corporation of the Township of North Huron enacted By-law No. 54 (2007), being a By-law to Adopt an Emergency Management Program for the Township of North Huron;

AND WHEREAS the Council of the Township of North Huron desires to amend Schedule “B” of By-law No. 54 (2007);

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. That Schedule “B” of By-law No. 54 (2007) – “Community Emergency Management Co-ordinator, be hereby amended effective to appoint a Community Emergency Management Co-ordinator (CEMC) effective as of the date of the passage of this By-law.

READ A FIRST AND SECOND TIME THIS 4th DAY OF JULY, 2017.

READ A THIRD TIME AND PASSED THIS 4th DAY OF JULY, 2017.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON
BY-LAW NO. 63(2017)**

Appendix B

Community Emergency Management Co-ordinator

Primary

David Clarke,
CEMC,
County of Huron.

Emergency Information Officer

Larry McGregor,
Interim CAO.

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 64-2017

A By-law of the Township of North Huron To confirm generally previous actions of the Council of the Township of North Huron

THEREFORE the Council of the Corporation of the Township of North Huron enacts as follows:

1. The actions of the Council of the Corporation of the Township of North Huron at its meeting on July 4, 2017, be confirmed.
2. Execution by the Reeve and the Clerk of all Deeds, Instruments, and other Documents necessary to give effect to any such Resolution, Motion or other action and the affixing of the Corporate Seal, to any such Deed, Instruments, or other Documents is hereby authorized and confirmed.
3. This By-law shall come into force and takes effect on the date of its final passing.

READ A FIRST AND SECOND TIME this 4th day of July, 2017.

READ A THIRD TIME AND FINALLY PASSED this 4th day of July, 2017.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk