

THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA



Date: Monday, June 4, 2018
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 June 4, 2018 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	
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5.	PUBLIC MEETINGS/HEARINGS AND DELEGATIONS	

6.	REPORTS	
6.1	Clerks Department	
6.2	Finance Department	
6.2.1	2018 Section 357 Report	58
	Any applicant(s) in attendance may speak to their application.	
	<i>THAT the Council of the Township of North Huron hereby receives the report of the Director of Finance regarding tax refunds under Section 357 of the Municipal Act in the amount of \$1,231.17,</i>	
	<i>AND FURTHER that the Council of the Township of North Huron hereby approves the adjustments to be made to the Collector’s Roll as recommended by the Director of Finance in this report.</i>	
6.3	Recreation and Facilities Department	
6.4	Public Works / Utilities Department	
6.4.1	Surface Treatment Capital Project - 2018	60
	<i>THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated May 22nd, 2018 regarding the procurement of surface treatment application services for information;</i>	
	<i>AND FURTHER THAT the contract for the application of surface treatment for 2018 in the amount of \$69,888.00 plus applicable taxes be awarded to Norjohn Contracting and Paving Limited.</i>	
6.4.2	Blyth Library Lease	62
	<i>THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated June 4th, 2018 regarding the proposed Library Lease between Deams Holdings Inc. and the Township for information;</i>	
	<i>AND FURTHER that the Reeve and Clerk be authorized to sign By-Law No. 56-2018, being a By-Law to enter into a lease commencing June 1st, 2018, between the Township of North Huron and Deams Holdings Inc. for the property identified as 380A, 390, 392 and 394 Queen Street in Blyth;</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 No. 56-2018 to be passed at the June 4th, 2018 Council Meeting.</i>	
6.5	Fire Department of North Huron	
6.6	Building Department	

6.7	CAO	
6.7.1	Employee Group Benefits Update	78
	<i>THAT the Council of the Township of North Huron hereby receives the June 4th 2018 Report of the CAO on Employee Group Benefits Update for information purposes;</i>	
	<i>AND FURTHER, THAT, the Director of Finance be directed to create a new reserve account and to deposit the Employee Group Benefits withdrawal funds into this new reserve account;</i>	
	<i>AND FURTHER, THAT staff be directed to prepare a report for Council's consideration suggesting special projects for the use of these funds.</i>	
7.	CORRESPONDENCE	
7.1	Huron Pioneer Thresher & Hobby Assn. Inc. - Request for support for community event September 7 & 8, 2018	80
	<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 7-8, 2018;</i>	
	<i>AND FURTHER THAT Council proclaims the event of Municipal Significance.</i>	
7.2	Huron County - Request for Letter of Support for the Municipalities for Climate Innovation Program (MCIP) Climate Change Staff Grant	81
	<i>THAT the Council of the Township of North Huron hereby supports Huron County in their application for the Municipalities for Climate Innovation Program (MCIP) Climate Change Staff Grant an in doing so authorizes the Reeve to send a letter of support for Huron County's application.</i>	
7.3	Hullett Central Public School - Request for support for Grade 8 Graduation	83
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

- 9.1 Councillor Knott - Request regarding OPP proposal for policing of Wingham ward
- WHEREAS the Council of the Township of North Huron received from the Ontario Provincial Police, a proposal for policing of the Wingham ward dated September 25, 2017 and revised on March 1, 2018;*
- AND WHEREAS during the Regular Council Meeting held March 5, 2018, Council considered said proposal and passed resolution M127/18 directing staff to communicate to the Ontario Provincial Police, Council's intention to decline their proposal and maintain the Wingham Police Service for policing of the Wingham ward;*
- AND WHEREAS during the Regular Council Meeting held May 22, 2018, Council passed resolution M253/18 to reconsider resolution M127/18;*
- NOW THEREFORE BE IT RESOLVED that Council directs staff to contact the Commissioner of the Ontario Provincial Police, communicating Council's desire to reconsider the said proposal and request that the Ontario Provincial Police re-submit the said proposal, or a version thereof, for Council's reconsideration regarding policing of the Wingham ward.*

10. BY-LAWS

- 10.1 By-law No. 56-2018 84
- Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Library Lease Agreement between the Township of North Huron and Deams Holdings Inc.
- THAT By-law 56-2018; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Library Lease Agreement between the Township of North Huron and Deams Holdings Inc.; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.*

11. ANNOUNCEMENTS

12. OTHER BUSINESS

13. CLOSED SESSION AND REPORTING OUT

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 57-2018, being a By-law of the Township of North Huron to confirm generally previous actions of the Council of the Township of North Huron. 99
- THAT By-law 57-2018; being a by-law to confirm generally 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.*

15. ADJOURNMENT

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.

MINUTES OF THE TOWNSHIP OF NORTH HURON
REGULAR COUNCIL MEETING



Date: Tuesday, May 22, 2018
Time: 7:00 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 Brock Vodden
Councillor Bill Knott

STAFF PRESENT: Dwayne Evans, CAO
Richard Al, Clerk/Manager of Information Technology
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Kim Scholl, Acting Director of Recreation and Facilities
Sean McGhee, Director of Public Works
Kirk Livingston, CBO/Property Standards/Zoning
Laura Young, Huron County Planner

OTHERS PRESENT: Adam Bell, CKNX
Denny Scott, Citizen
Evonne Carter, John Brown, Joe Heffron, Les Caldwell,
Steve Caldwell, Brian Rintoul

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:00 pm.

2. CONFIRMATION OF THE AGENDA

M246/18

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron; accept the Agenda for the May 22, 2018 Council Meeting; as presented.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None disclosed.

4. CONSENT AGENDA

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held May 7, 2018

4.1.2 Minutes of the North Huron Police Services Board Meeting held April 10, 2018

4.1.3 Minutes of the Special Meeting of the North Huron Police Services Board held May 10, 2018

4.1.4 Minutes of the 150th East Wawanosh Committee held November 22, 2017

4.1.5 Minutes of the 150th East Wawanosh Committee held April 5, 2018

4.2 Reports

4.2.1 Bills and Accounts

4.2.2 Clerks Department Report 05-22-18 (Department Update)

4.3 Correspondence

4.3.1 Huron County Planning and Development - Draft Huron Natural Heritage Plan Information Sessions

4.3.2 Township of Selwyn Resolution - Hockey Season Realignment

M247/18

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby supports the resolution of the Township of Selwyn regarding Hockey Season Realignment;

AND FURTHER, that staff are directed to send a letter expressing Council's support for the Township of Selwyn resolution to the Ministry of Tourism, Culture and Sport, MPP Lisa Thompson and the Association of Municipalities of Ontario.

CARRIED

4.3.3 John Brown - Letter regarding policing in North Huron

4.3.4 Blyth Residents - Letter regarding Police Service in Blyth

4.3.5 Ontario Rivers Alliance - Letter regarding the Howson Dam

- 4.3.6 Ministry of Community Safety and Correctional Services - Three new fire safety regulations under the Fire Protection and Prevention Act (FPPA)
- 4.3.7 Minister of Senior Affairs - Seniors Month June 2018
- 4.3.8 Attorney General Yasir Naqvi - Response to letter regarding Bill 175
- 4.3.9 Dietrich Engineering, 15th Anniversary, moving to new location
- 4.3.10 Howson Dam and Pond Committee - Letter regarding Howson Dam

M248/18

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby adopts Consent Item 4.1.1;

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

CARRIED

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

6. REPORTS

6.1 Clerks Department

6.1.1 Consent Application Report - File # C029-18

Owner: Les Caldwell

Applicant: Stephen Caldwell

Property Description: Part Lot 41 (East Half), Concession 2, East Wawanosh, Township of North Huron (39835 Moncrieff Road)

Laura Simpson, Planner, presented details of Consent Application Report File #C029-18.

M249/18

MOVED BY: J. Campbell

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby recommends approval of the Consent Application File #C029-18, Owner: Les Caldwell; Applicant: Stephen Caldwell; Property Description: Part Lot 41 (East Half), Concession 2, East Wawanosh, Township of North Huron (39835 Moncrieff Road) with the following conditions:

Expiry Period

✓ Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the

application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of notice of decision.

Municipal Requirements

✓ All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, and any related requirements, financial or otherwise.

Survey

✓ Provide to the satisfaction of the County and the Township:

- 1. a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and*
- 2. a reference plan based on the approved survey*

Merging

✓ The severed land merge on title with the abutting property to the north upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.

✓ A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties, indicating that:

- 1. the severed land and the abutting property to the north will be consolidated into one P.I.N. under the Land Titles system; or*
- 2. where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.*

✓ Section 50(3) or (5) of the Planning Act, RSO 1990, as amended, applies to any subsequent conveyance or transaction of the severed land.

✓ A one square foot portion of the abutting property to which the severed land is to be merged be conveyed to the Municipality. A survey is to be provided showing the one square foot parcel as a separate part on the reference plan.

CARRIED

6.1.2 Offer to Purchase - May 22, 2018

M250/18

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby receives the May 22, 2018 report of the Clerk/Manager of IT entitled Offer to Purchase – May 22, 2018, for information;

AND FURTHER, that Council approves an exception to Section 19.1 of the Procedural By-law to allow By-law 51-2018 to be passed at the May 22, 2018 Council Meeting.

CARRIED

6.1.3 Traffic Enforcement - Highway 4 and County Road 25

M251/18

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

*THAT the Council of the Township of North Huron hereby receive the report of the Clerk / Manager of IT, dated May 22, 2018 regarding Traffic Enforcement – Highway 4 and County Road 25 for information;
AND FURTHER, that Council directs the Clerk to prepare an amendment to the Traffic By-law, incorporating no parking zones along a portion of Queen Street and County Road 25 in Blyth.*

CARRIED

M252/18

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby requests that the Council of the Municipality of Central Huron consider amendments to the Blyth Tim Horton's site plan removing the raised mountable curb.

CARRIED

6.2 Finance Department

6.2.1 Trevor Seip, Chair, North Huron Police Services Board - Police Service Budget Review

Councillor Seip presented details of the revised Wingham Police Service 2018 Budget as well as preliminary budget estimates for the Wingham Police Service for 2019 and 2020.

Discussion took place regarding the revised budget and police services boards.

Councillor Knott moved a motion to reconsider the OPP proposal for policing of the Wingham ward.

Recorded Vote

Deputy Reeve Campbell	Yea
Councillor Hallahan	Yea
Councillor Knott	Yea
Councillor Vodden	Yea
Councillor Seip	Yea
Councillor Ritsema-Teeninga	Yea
Reeve Vincent	Yea

M253/18**MOVED BY:** B. Knott

THAT the Council of the Township of North Huron hereby reconsider Resolution M127/18 and a Notice of Motion be placed on the June 4, 2018 Council Meeting.

CARRIED

6.2.2 2018 Budget and Tax Rates

Donna White, Director of Finance, presented details of the revised 2018 Budget and provided figures based on the updated budget provided by the North Huron Police Services Board.

M254/18**MOVED BY:** B. Vodden**SECONDED BY:** J. Campbell

THAT the Council of the Township of North Huron hereby receives the updated 2018 Budget Report from the Director of Finance;
AND FURTHER THAT Council considers passing amended By-Law #47-2018 being a by-law to adopt the 2018 budget and tax rates;
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 the By-law to be passed at the May 22, 2018 Council Meeting.

CARRIED

6.3 Recreation and Facilities Department

6.3.1 Alice Munro Festival Memorandum of Understanding

Reeve Vincent introduced Kim Scholl and noted that Kim will be taking on the Acting Director of Recreation and Facilities role.

M255/18**MOVED BY:** Y. Ritsema-Teeninga**SECONDED BY:** B. Vodden

THAT the Council of the Township of North Huron hereby accept the May 22, 2018 report of the Director of Recreation and Facilities regarding the Alice Munro Festival of the Short Story Memorandum of Understanding for information purposes;

AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-Law to allow the Reeve and Clerk sign By-law No 54-2018 to adopt the Memorandum of Understanding at the May 22, 2018 Council meeting.

CARRIED

6.3.2 Blyth Artisan Market

M256/18

MOVED BY: B. Knott

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby accept the report prepared by the Acting Director of Recreation and Facilities and the Director of Public Works, dated May 22, 2018, regarding the Blyth Artisan Market for information purposes;

AND FURTHER THAT Council approves the Blyth BIA's initiative to operate a Blyth Artisan Market in Blyth as presented at the Council meeting on May 7th;

AND FURTHER THAT Council approves the proposed interim location of the Blyth Artisan Market to be the alley west of Blyth Memorial Community Hall, located at the south end of the alley at Dinsley Street until the permanent proposed location at 437 Queen Street, Blyth, is available;

AND FURTHER THAT Council waive the fee for a multi-vendor licence required under the licensing by-law for the 2018 event and direct staff to review the application of the licensing by-law to this type of event prior to the 2019 event.

CARRIED

6.4 Public Works / Utilities Department

6.4.1 Blyth Wastewater Treatment Plant 2017 Capital Works Funding

M257/18

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated May 22nd, 2018 regarding 2017 Capital Project Funding for information;

AND FURTHER THAT the budget be amended to reflect a transfer from Wastewater Reserves to 2018 Wastewater Operating in the amount of \$33,999.23 for costs associated with 2017 Capital Repairs to the Blyth Wastewater Treatment Plant be authorized.

CARRIED

6.4.2 Catch Basin Cleaning Service Procurement

M258/18

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated May 22nd, 2018 regarding the procurement of catchbasin cleaning services for 2018 for information; AND FURTHER THAT the contract for catchbasin cleaning services for 2018 in the amount of \$12,738.75 plus applicable taxes be awarded to B. Edwards Transfer Ltd.

CARRIED

6.4.3 Howson Dam Report (May 22, 2018)

Sean McGhee, Director of Public Works provided an overview of the Howson Dam Report (May 22, 2018) and introduced Fuad Curi and Holly Hampton, KGS Group.

F. Curi presented details of the report prepared by KGS Group regarding the Howson Dam.

F. Curi provided details of the tests and analysis performed on the Howson Dam and provided an overview of four potential options, do nothing, decommission the dam, rehabilitate the dam or replace the dam.

Discussion took place regarding the Howson Dam and recent flood activity.

F. Curi and H. Hampton were thanked and departed the meeting at 9:13 pm.

M259/18

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated May 22, 2018 regarding the Howson Dam for information purposes;

AND FURTHER THAT staff be directed to forward a copy of this report and the corresponding attachments to the Maitland Valley Conservation Authority, the Howson Dam Committee, the Ontario Rivers Alliance, and other stakeholders upon request.

AND FURTHER THAT a report be presented to Council summarizing the comments of any delegations received and providing further details on financing and amortization details associated with the options presented in this report.

CARRIED

6.5 Fire Department of North Huron

6.6 Building Department

6.6.1 Drainage Superintendent Report - Scott Municipal Drain

Kirk Livingston, Drainage Superintendent, provided an overview of the Scott Municipal Drain report and introduced Geoff King.

G. King delivered a presentation regarding the Scott Municipal Drain.

G. King was thanked and departed the meeting at 9:26 pm.

M260/18

MOVED BY: J. Campbell

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby appoint R.J. Burnside & Associates Ltd. to prepare a report to fulfil the requirements under Section 78 of the Drainage Act as requested by two separate Notice of Requests for Drain Improvement.

CARRIED

6.7 CAO

7. CORRESPONDENCE

7.1 Notice of a Proposed Road Closure (Morris-Turnberry)

M261/18

MOVED BY: J. Campbell

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron have reviewed and have no concerns regarding the proposed closure of road allowance known as Princess Street, Plan 410, Wingham, as submitted by the Municipality of Morris-Turnberry, and dated May 4, 2018.

CARRIED

- 7.2 Request to formally proclaim June 2, 2018 as National Health & Fitness Day in the Township of North Huron

M262/18

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby supports the Reeve in proclaiming June 2, 2018 as National Health & Fitness Day.

CARRIED

- 7.3 Elementary School Fair - Request for letter of support

M263/18

MOVED BY: R. Hallahan

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby directs staff to prepare letters supporting the Elementary School Fair in their applications to the TSC Stores Community Agricultural Grant as well as the Premier's Award for Agri-Food Innovation Excellence.

CARRIED

- 7.4 OGRA - Invitation to join the Preferred Autonomous Vehicles Test Corridor

M264/18

MOVED BY: B. Knott

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby participate in OGRA's Autonomous Vehicle Initiative and that this matter be referred to the Director of Public Works to develop a list of preferred routes within the municipality and report back to Council.

CARRIED

- 7.5 Sacred Heart Catholic School, Wingham - Request for support of bursary for 2018 Grade 8 Graduation

M265/18

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby supports the request received from Sacred Heart School for a Grade 8 bursary for the Most Improved Student;

AND FURTHER, that the bursary be limited to students who are residents of the Township of North Huron.

CARRIED

7.6 FE Madill Secondary School, Wingham - Request for support for 2018 Grade 8 Graduation

Discussion took place regarding the FE Madill Secondary School request for support for 2018 Grade 8 Graduation.

7.7 Wingham Farmers Market - Request to waive licence fee

M266/18

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby waives the fee associated with a multi-vendor licence under the licencing by-law for the 2018 Wingham Farmer's Market;

AND FURTHER, that staff are directed to review the Blyth Artisan Market and Wingham Farmer's Market operations including application of the licensing by-law to both markets, prior to their 2019 events.

CARRIED

8. COUNCIL REPORTS

8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported that earlier in the day he delivered two separate sessions to Grade 10 students regarding local government.

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

Councillor Ritsema-Teeninga reported that tickets for the Alice Munro Festival are selling well and plans are coming together for the events.

Councillor Ritsema-Teeninga noted receiving a comment from the public regarding the excellent work that Recreation and Facilities staff have been doing to keep the municipality looking well.

8.3 REQUESTS BY MEMBERS

8.3.1 Councillor Seip - Request for report regarding Snow Removal Policy

M267/18

MOVED BY: T. Seip

SECONDED BY: B. Vodden

*Whereas the former Village of Blyth had a snow removal policy of ensuring full access to downtown places of business for every business day; and
Whereas this policy was maintained for the Blyth Ward for several years after amalgamation of North Huron; and*

Whereas the present snow removal policy of scheduled snow removal results in as many as three days a week in which passengers, people with mobility issues, and others are unable to gain reasonable access to the stores and offices which they need to visit.

Now therefore be it resolved that staff are requested to prepare a report and present available options regarding the North Huron snow removal policy as it specifically relates to the downtown core of both the Wingham and Blyth wards, addressing accessibility to stores and offices for all business days, by eliminating the snow banks along the curbs and sidewalks, and at the intersections prior to the beginning of each business day.

CARRIED

8.3.2 Councillor Seip - Request for report regarding North Huron policing

Councillor Seip noted that based on conversation earlier in the evening regarding Wingham ward policing he would like to defer the resolution.

Discussion took place regarding the proposed resolution.

Reeve Vincent departed the Chair at 9:50 pm.

Deputy Reeve Campbell assumed the Chair at 9:50 pm.

Reeve Vincent noted that the public feedback he has received indicates that Blyth and East Wawanosh would like to remain with OPP policing.

Deputy Reeve Campbell departed the Chair at 9:53 pm.

Reeve Vincent assumed the Chair at 9:53 pm.

Discussion took place regarding policing in North Huron.

M268/18**MOVED BY:** T. Seip**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby defer the Notice of Motion of Councillor Seip regarding a request for report regarding North Huron policing until such time that the reconsideration of OPP service for the Wingham ward is discussed.

DEFEATED**M269/18****MOVED BY:** B. Knott**SECONDED BY:** J. Campbell

THAT the Council of the Township of North Huron hereby directs staff to prepare a report detailing the necessary steps and associated costs to expand the service area of Wingham Police Service to include the Blyth and East Wawanosh Wards and as part of the report, take into consideration the current OPP service level and budget allocations for the Blyth and East Wawanosh wards.

DEFEATED**9. NOTICE OF MOTION****10. BY-LAWS****10.1 By-law No. 51-2018**

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement of Purchase and Sale between the Corporation of the Township of North Huron and 909395 Ontario Inc. for a portion of land legally described as PT 1 LT 6 RP 22R-6630, Wingham Ward, Township of North Huron.

M270/18**MOVED BY:** T. Seip**SECONDED BY:** J. Campbell

THAT By-law No. 51-2018; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement of Purchase and Sale between the Corporation of the Township of North Huron and 909395 Ontario Inc. for a portion of land legally described as PT 1 LT 6 RP 22R-6630, Wingham Ward, 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.

CARRIED

10.2 By-law No. 52-2018

Being a By-law to adopt a Constitution and Procedure By-law for the Blyth Business Improvement Area (BIA).

M271/18

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT By-law No. 52-2018; Being a By-law to adopt a Constitution and Procedure By-law for the Blyth Business Improvement Area (BIA); 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

10.3 By-law No. 53-2018

A By-law to implement a minimum and maximum charge for the Blyth Business Improvement Area.

M272/18

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law No. 53-2018; Being a By-law to implement a minimum and maximum charge for the Blyth Business Improvement Area; 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

10.4 By-law No. 54-2018

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 the Alice Munro Festival of the Short Story Committee

M273/18

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Knott

THAT By-law No. 54-2018; 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 the Alice Munro Festival of the Short Story Committee; 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

10.5 By-law No. 47-2018

Being a by-law for the purposes of levying and collecting rates for various purposes and provide for the payment of taxes and to provide for penalty and interest.

M274/18

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT By-law No. 47-2018; being a by-law for the purposes of levying and collecting rates for various purposes and provide for the payment of taxes and to provide for penalty and interest; 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

10.6 By-law No. 48-2018

Being a by-law to establish salary ranges for municipal employees of the Corporation of the Township of North Huron.

M275/18

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT By-law No. 48-2018; being a by-law to establish salary ranges for municipal employees of the Corporation 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

11. ANNOUNCEMENTS**12. OTHER BUSINESS****13. CLOSED SESSION AND REPORTING OUT****M276/18**

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby proceeds at 10:23 pm. to an In-Camera Session (Closed to the Public) to discuss the following:

- *Section 239 (2) (b) Personal matters about an identifiable individual, including municipal or local board employees (Recreation Department Personnel);*

- *Section 239 (2) (b) Personal matters about an identifiable individual, including municipal or local board employees and Section 239 (2) (d) Labour relations or employee negotiations (Fire Department Personnel);*
- *Section 239 (2) (c) A proposed or pending acquisition or disposition of land by the municipality or local board (Blyth Property)*

CARRIED**M278/18****MOVED BY:** B. Vodden**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby agrees to extend the May 22, 2018 Council Meeting past the hour of 11:00pm.

CARRIED**M279/18****MOVED BY:** Y. Ritsema-Teeninga**SECONDED BY:** R. Hallahan

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 11:11 pm.

CARRIED

Clerk Richard Al reported that during the Closed Session three items were discussed, one of which has an associated resolution for consideration in open session. The remaining two items were

- Council discussed personal matters regarding Recreation Department personnel.
- Council discussed personal matters regarding Fire Department personnel.

M280/18**MOVED BY:** Y. Ritsema-Teeninga**SECONDED BY:** B. Vodden

THAT the Council of the Township of North Huron hereby authorizes the CAO to retain McIver Group Inc. to complete an appraisal of various municipal properties at a cost of \$7,300 + HST;

AND FURTHER, the Council authorizes this expense to be paid from the General Facility account.

CARRIED**14. CONFIRMATORY BY-LAW**

- 14.1 By-law No. 55-2018, being a By-law of the Township of North Huron to confirm generally previous actions of the Council of the Township of North Huron.

M281/18

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Vodden

THAT By-law 55-2018; being a by-law to confirm generally 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

M282/18

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 11:12 pm.

CARRIED

Neil Vincent, Reeve

Richard Al, Clerk

**SIXTH SESSION MINUTES
COUNCIL OF THE COUNTY OF HURON**

Goderich, Ontario
May 9, 2018

The Council of the County of Huron met in the Council Chambers on Wednesday, May 9, 2018. Warden Jim Ginn called the meeting to order at 9:00 AM

Warden Ginn welcomed all present to the Sixth Session of 2018.

1. Roll Call:

CAO Meighan Wark called the roll and all members of Council were present.

2. Warden's Remarks:

Warden Ginn welcomed everyone. He informed members that he attended Huron County Municipal Officers Association annual meeting, the Huron County Cultural Awards Event, and the grand opening of the Huron Residential Hospice. Warden Ginn congratulated Cody Joudry on accepting the position of Director of Economic Development. The recruitment committee for the Director of Cultural Services will be announcing the successful candidate soon. The Facilities Review Committee has reports coming to the next Committee meeting for consideration of Council.

3. Approval of Agenda:

MOTION: #086-18

Moved by: Councillor Frayne and Seconded by: Councillor Gowing

THAT:

The Council of the County of Huron accepts the agenda for May 9, 2018 as presented.

CARRIED

4. Declaration of Pecuniary Interest:

No declarations of pecuniary interest were stated.

5. Minutes of the Previous Sessions:

MOTION: #087-18

Moved by: Councillor Watt and Seconded by: Councillor Steffler

THAT:

The minutes of the previous session being the Fifth Session of April 4, 2018 be adopted as circulated.

CARRIED

6. Delegations/Petitions/Deputations: None.

7. Councillor's Issues:

Councillor Frayne informed members that the Huron Manufacturing Association annual meeting will be held on May 17, 2018 at Maelstrom Winery.

8. Correspondence:

MOTION: #088-18

County of Huron
SIXTH SESSION MINUTES
Wednesday, May 9, 2018
~ Page 2 ~

Moved by: Councillor Watth and Seconded by: Councillor Jewitt
THAT:

The Council of the County of Huron supports the resolution from Halton Region re: Seeking Support on the Court Application Involving the CN Truck-Rail Development in the Town of Milton.

CARRIED

MOTION: #089-18

Moved by: Councillor Watt and Seconded by: Councillor Jewitt

THAT:

The Council of the County of Huron supports the resolution from the Township of Uxbridge re: Bill 16, Respecting Municipal Authority over Landfilling Sites.

CARRIED

MOTION: #090-18

Moved by: Councillor Fergusson and Seconded by: Councillor Gowing

THAT:

The Council of the County of Huron accepts correspondence not specifically dealt with, for information.

CARRIED

9. Reports of Committees:

- 9.1 Board of Health – April 5, 2018 meeting minutes: Councillor Hessel, Chair of the Board of Health spoke to the Reports.

MOTION: #091-18

Moved by: Councillor Hessel and Seconded by: Councillor Versteeg

THAT:

The Board of Health Reports of April 5, 2018 be received and will appear in the printed minutes as Report No. 21.

CARRIED

- 9.2 Committee of the Whole Day 1 – April 11, 2018 meeting minutes: Councillor Vincent, Chair of the Committee of the Whole Day 1 spoke to the Reports.

MOTION: #092-18

Moved by: Councillor Vincent and Seconded by: Councillor Watt

THAT:

The Committee of the Whole Day 1 Reports of April 11, 2018 be approved as presented and will appear in the printed minutes as Report No. 22.

CARRIED

- 9.3 Committee of the Whole Day 2 – April 18, 2018 meeting minutes: Councillor Cole, Chair of the Committee of the Whole Day 2 spoke to the Reports.

MOTION: #093-18

Moved by: Councillor Cole and Seconded by: Councillor Morrison

THAT:

The Committee of the Whole Day 2 Reports of April 18, 2018 be approved as presented and will appear in the printed minutes as Report No. 23.

CARRIED

- 9.4 Library Board – April 25, 2018 meeting minutes: Councillor MacLellan, Chair of the Library Board spoke to the Reports.

County of Huron
SIXTH SESSION MINUTES
Wednesday, May 9, 2018
~ Page 3 ~

MOTION: #094-18

Moved by: Councillor MacLellan and Seconded by: Councillor Versteeg

THAT:

The Library Board Reports of April 25, 2018 be received and will appear in the printed minutes as Report No. 23.

CARRIED

10. New/Unfinished Business:

10.1 Federation of Canadian Municipalities Board of Directors:

MOTION: #095-18

Moved by: Councillor Morrison and Seconded by: Councillor Watt

THAT:

That the Council of the County of Huron endorses Maureen Cole's nomination to the Federation of Canadian Municipalities Board of Directors.

CARRIED

11. Notice of Motion: None.

12. By-laws:

MOTION: #096-18

Moved by: Councillor Watt and Seconded by: Councillor Vincent

THAT:

Leave be given to introduce the following By-Laws:

By-law No. 2018-029; being a By-law of the Corporation of the County of Huron to enter into a Memorandum of Understanding with the Saugeen Valley Conservation Authority.

By-law No. 2018-030; being a By-law of the Corporation of the County of Huron to appoint citizens to various Boards.

By-law No. 2018-031; being a By-law of the Corporation of the County of Huron to end the application of Part IX of the Municipal Act, 2001; "Limitation on Taxes for Certain Property Classes".

By-law No. 2018-032; being a By-law of the Corporation of the County of Huron to enter into a contribution agreement with Affordable Housing Solutions Corporation (AHSC).

By-law No. 2018-033; being a By-law of the Corporation of the County of Huron to enter into a contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.

CARRIED

MOTION: #097-18

Moved by: Councillor Versteeg and Seconded by: Councillor Van Diepenbeek

THAT:

By-law No. 2018-029, 2018-030, 2018-031, 2018-032 and 2018-033 be given first and second reading;

AND FURTHER THAT:

By-law No. 2018-029, 2018-030, 2018-031, 2018-032 and 2018-033 as read a first and second time, be passed.

CARRIED

MOTION: #098-18

Moved by: Councillor Steffler and Seconded by: Councillor Morrison

THAT:

County of Huron
SIXTH SESSION MINUTES
Wednesday, May 9, 2018
~ Page 4 ~

By-law No. 2018-029, 2018-030, 2018-031, 2018-032 and 2018-033 be given a third reading in accordance with Part 13 of the Procedural By-law for the County of Huron, Section 1, Subsection 2;

AND FURTHER THAT:

By-law No. 2018-029, 2018-030, 2018-031, 2018-032 and 2018-033 as read a third time; be passed, signed by the Warden and the Clerk, and the Seal of the Corporation affixed thereto.

CARRIED

13. Closed to the Public Session: None.

14. Arrangement of Committee/Board Meetings:

- Board of Health – Thursday, May 10, 2018 at 9:00 AM in Seminar Room 2 of the Health & Library Complex, south of Clinton.
- Committee of the Whole Day 1 – Wednesday, May 16, 2018 at 9:00 AM in the Court House Council Chambers, Goderich.
- Audit Committee – Wednesday, May 23, 2018 at 9:00 AM in the Court House Council Chambers, Goderich.
- Committee of the Whole Day 2 – Wednesday, May 23, 2018 immediately following the Audit Committee meeting, in the Court House Council Chambers, Goderich.
- Library Board – Thursday, May 24, 2018 at 9:00 AM in the Seaforth Library, 108 Main Street South, Seaforth.
- Huron County Economic Development Board – Wednesday, May 23, 2018 at 5:00 PM at Iceculture Inc., 81 Brock Street, Hensall.

15. Confirmatory By-law:

MOTION: #099-18

Moved by: Councillor MacLellan and Seconded by: Councillor Jewitt

THAT:

By-law No. 2018-034; being a By-law of the Corporation of the County of Huron to confirm the proceedings of the Council of the Corporation of the County of Huron, be introduced, be given a first, second and third reading in accordance with Part 13 of the Procedural By-law for the County of Huron, Section 1, Subsection 2;

AND FURTHER THAT:

By-law No. 2018-034; as read a third time; be passed, signed by the Warden and the Clerk, and the Seal of the Corporation affixed thereto.

CARRIED

16. Adjournment:

MOTION: #100-18

Moved by: Councillor Hessel and Seconded by: Councillor Gowing

THAT:

The Council of the Corporation of the County of Huron do hereby adjourn the Sixth Session at 9:31 AM to meet again on Wednesday, June 6, 2018 at 9:00 AM or at the call of the Warden and the Clerk.

CARRIED

The Session closed with the singing of O Canada.

Warden Jim Ginn

Clerk Susan Cronin

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 044838 Date 05/23/2018 Amount 700.38				
004461 BILL & VANESSA GREGORIADIS	194 JOSEPHINE ST.	05/23/2018	2017 VACANCY REBATE	700.38
			Invoice Count 1 Total	700.38
Cheque 044839 Date 05/29/2018 Amount 2,000.00				
004005 ALICE MUNRO FESTIVAL OF THE SHOF	5-22-2018	05/22/2018	ALICE MUNRO FEST - COUNT	2,000.00
			Invoice Count 1 Total	2,000.00
Cheque 044840 Date 05/29/2018 Amount 1,589.37				
000885 DEAN'S VALU-MART	641-1374	05/13/2018	DAY CARE -FOOD SUPPLIES	414.39
000885 DEAN'S VALU-MART	641-1208	05/14/2018	BA-MR- FOOD SUPPLIES	105.03
000885 DEAN'S VALU-MART	641-1252	05/14/2018	EL - FOOD SUPPLIES	109.97
000885 DEAN'S VALU-MART	641-6603	05/14/2018	BA-MR- CRACKERS	12.98
000885 DEAN'S VALU-MART	641-7286	05/15/2018	DAY CARE- BANANAS	5.71
000885 DEAN'S VALU-MART	641-2027	05/17/2018	DAY CARE- FOOD SUPPLIES	356.44
000885 DEAN'S VALU-MART	641-5785	05/22/2018	DAY CARE- CREAM CHEESE	8.67
000885 DEAN'S VALU-MART	641-5819	05/22/2018	BA-MR- FOOD SUPPLIES	139.88
000885 DEAN'S VALU-MART	641-5820	05/22/2018	EARLY ON- FOOD SUPPLIES	26.02
000885 DEAN'S VALU-MART	641-1896	05/24/2018	DAY CARE- FOOD SUPPLIES	410.28
			Invoice Count 10 Total	1,589.37
Cheque 044841 Date 05/29/2018 Amount 29.95				
004815 FIREHOUSE	RNLDPX	05/28/2018	FIRE- 1 YEAR SUBSCRIPTION	29.95
			Invoice Count 1 Total	29.95
Cheque 044842 Date 05/29/2018 Amount 1,292.72				
002739 HARKES INDUSTRIES INC.	494522	05/24/2018	ESTC- SMOKE MACHINE	1,292.72
			Invoice Count 1 Total	1,292.72
Cheque 044843 Date 05/29/2018 Amount 303.18				
004812 IRON MOUNTAIN CANADA	AAUL424- OSSWA	04/30/2018	ADMIN- SHREDDING FEES	299.29
004812 IRON MOUNTAIN CANADA	AAUL425	04/30/2018	REC ADMIN- SHREDDING	3.89
			Invoice Count 2 Total	303.18
Cheque 044844 Date 05/29/2018 Amount 1,921.00				
004645 JAMES WALLACE BLACKSMITH	12-31-2017	12/31/2017	PARKS B- BENCHES/PLANTE	1,921.00
			Invoice Count 1 Total	1,921.00
Cheque 044845 Date 05/29/2018 Amount 22,116.81				
004718 KGS GROUP	82690	01/01/2018	HOWSON DAM- SAFETY ASSI	22,116.81
			Invoice Count 1 Total	22,116.81
Cheque 044846 Date 05/29/2018 Amount 120.00				
003518 LISA TERA	5-18-2018	05/18/2018	BA-MR- MOTHER/FATHER DA	120.00
			Invoice Count 1 Total	120.00
Cheque 044847 Date 05/29/2018 Amount 175.50				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004816 MANJIN MECHANICS INC	2552	05/23/2018	PW- REPAIR SWEEPER	175.50
		Invoice Count	1 Total	175.50
Cheque 044848 Date 05/29/2018 Amount 3,201.43				
000401 MARKS BROTHERS AUTO BODY LTD.	6458	05/15/2018	FIRE- REPAIR 2008 RAM	3,201.43
		Invoice Count	1 Total	3,201.43
Cheque 044849 Date 05/29/2018 Amount 56.47				
003016 SAM HEWITT	5-28-2018	05/28/2018	LANDFILL- BOOT ALLOWANC	56.47
		Invoice Count	1 Total	56.47
Cheque 044850 Date 05/29/2018 Amount 815.07				
000667 UNITED RENTALS OF CANADA INC	156753103-001	05/03/2018	BALL PARK- ROLLER	815.07
		Invoice Count	1 Total	815.07
Report Total				34,321.88

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 004921 Date 05/23/2018 Amount 6,955.38				
002512 TOWNSHIP OF NORTH HURON	63761	04/30/2018	APRIL 2018 PAYROLL	6,955.38
			Invoice Count 1 Total	6,955.38
Cheque 004922 Date 05/23/2018 Amount 85,727.90				
000897 TOWNSHIP OF NORTH HURON SEWER	63961	04/30/2018	APRIL SEWER BILLING	85,727.90
			Invoice Count 1 Total	85,727.90
Cheque 004923 Date 05/29/2018 Amount 36,441.54				
001634 VEOLIA WATER CANADA INC	90149891-W	05/21/2018	WATER- APRIL SERVICES	36,441.54
			Invoice Count 1 Total	36,441.54
Report Total				129,124.82

Accounts Payable

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

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 003448 Date 05/23/2018 Amount 6,621.67				
002512 TOWNSHIP OF NORTH HURON	63499	04/30/2018	APRIL WAGES/BENEFITS	6,621.67
		Invoice Count	1 Total	6,621.67
Cheque 003449 Date 05/29/2018 Amount 24,175.20				
001634 VEOLIA WATER CANADA INC	90149891-S	05/21/2018	SEWER- APRIL SERVICES	24,175.20
		Invoice Count	1 Total	24,175.20
		Report Total		30,796.87

Accounts Payable

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

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 001147 Date 05/22/2018 Amount 1,739.30				
003224 HURONTEL	10886810-5-2018	05/01/2018	TH/ELEVATOR/PW- PHONE/IN	642.67
003224 HURONTEL	10886812-5-2018	05/01/2018	REC ADMIN- PHONE/INTERNET	319.67
003224 HURONTEL	10886813-5-2018	05/01/2018	EARLY ON- PHONE/INTERNET	160.47
003224 HURONTEL	10886815-5-2018	05/01/2018	AIRPORT- PHONE/INTERNET	96.41
003224 HURONTEL	10886818-5-2018	05/01/2018	FIRE W- PHONE/INTERNET	153.63
003224 HURONTEL	10886858-5-2018	05/01/2018	POLICE- PHONE/INTERNET	241.49
003224 HURONTEL	10886860-5-2018	05/01/2018	PW-PHONE/INTERNET	96.35
003224 HURONTEL	10886861-5-2018	05/01/2018	MUSEUM- PHONE	28.61
Invoice Count 8 Total				1,739.30
Cheque 001148 Date 05/22/2018 Amount 2,087.18				
000294 HYDRO ONE NETWORKS INC	April 2018-1532	04/30/2018	393 KWH- CEMETERY	95.29
000294 HYDRO ONE NETWORKS INC	April 2018-8056	04/30/2018	3836 KWH- FIRE B/ESTC	677.50
000294 HYDRO ONE NETWORKS INC	April 2018-8593	04/30/2018	1 KWH- ESTC PROGRAM	30.26
000294 HYDRO ONE NETWORKS INC	April 2018- 1693	05/02/2018	538 KWH- HUTTON ST LIGHT	112.84
000294 HYDRO ONE NETWORKS INC	April 2018-8461	05/02/2018	231 KWH- AIRPORT LIGHTS	50.74
000294 HYDRO ONE NETWORKS INC	April 2018-8480	05/02/2018	396 KWH- AUBURN ST LIGHT	85.70
000294 HYDRO ONE NETWORKS INC	April 2018-8882	05/02/2018	896 KWH- HUMPHREY ST LIG	186.32
000294 HYDRO ONE NETWORKS INC	April 2018-7867	05/03/2018	176 KWH- 850 JOSEPHINE ST	56.58
000294 HYDRO ONE NETWORKS INC	April 2018-3023	05/20/2018	4551 KWH- AIRPORT	791.95
Invoice Count 9 Total				2,087.18
Cheque 001149 Date 05/23/2018 Amount 1,443.89				
003295 GLOBAL PAYMENTS	11933	04/30/2018	BLYTH CON BOOTH FEES	59.13
003295 GLOBAL PAYMENTS	11939	04/30/2018	WINGHAM CON BOOTH FEES	59.13
003295 GLOBAL PAYMENTS	11940	04/30/2018	AIRPORT DEBIT/CREDIT MA	108.46
003295 GLOBAL PAYMENTS	11941	04/30/2018	ESTC DEBIT MACHINE FEES	59.13
003295 GLOBAL PAYMENTS	11942	04/30/2018	REC DEBIT/CREDIT CARD FE	578.22
003295 GLOBAL PAYMENTS	11943	04/30/2018	REC DEBIT/CREDIT FEES	59.13
003295 GLOBAL PAYMENTS	18160	04/30/2018	LANDFILL DEBIT MACHINE FE	63.43
003295 GLOBAL PAYMENTS	19109	04/30/2018	REC DEBIT/CREDIT FEES	215.63
003295 GLOBAL PAYMENTS	1930	04/30/2018	REC CREDIT/DEBIT FEES	139.09
003295 GLOBAL PAYMENTS	2956	04/30/2018	ADMIN DEBIT MACHINE FEES	102.54
Invoice Count 10 Total				1,443.89
Cheque 001150 Date 05/23/2018 Amount 249.71				
002697 TUCKERSMITH COMMUNICATIONS CO	11283616-5-2018	05/01/2018	ARENA/HALL B- PHONE/INTE	118.59
002697 TUCKERSMITH COMMUNICATIONS CO	11283708-5-2018	05/01/2018	ESTC- PHONE/INTERNET	54.09
002697 TUCKERSMITH COMMUNICATIONS CO	11283710-5-2018	05/01/2018	PW B- PHONE/INTERNET	77.03
Invoice Count 3 Total				249.71
Cheque 001151 Date 05/24/2018 Amount 77.43				
000052 BELL CANADA	5-1-2018-P	05/01/2018	POLICE- PHONE-357-1212	77.43
Invoice Count 1 Total				77.43
Cheque 001152 Date 05/24/2018 Amount 32.15				

Accounts Payable

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

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
003329 EASTLINK	5353571	05/03/2018	EL- PHONE	32.15
		Invoice Count	1 Total	32.15
Cheque 001153 Date 05/24/2018 Amount 4,847.60				
000594 SPARLINGS PROPANE	88250005515235	04/04/2018	ARENA/HALL B- PROPANE	533.55
000594 SPARLINGS PROPANE	88250005526764	04/10/2018	ARENA/HALL B- PROPANE	2,263.96
000594 SPARLINGS PROPANE	88250105563477	04/25/2018	ESTC- PROPANE	2,050.09
		Invoice Count	3 Total	4,847.60
Cheque 001154 Date 05/24/2018 Amount 1,606.48				
004311 TELUS	4-30-2018	04/30/2018	CELL PHONES	1,606.48
		Invoice Count	1 Total	1,606.48
Cheque 001155 Date 05/28/2018 Amount 427.45				
000053 BELL MOBILITY	5-8-2018	05/08/2018	POLICE- CELL PHONES	427.45
		Invoice Count	1 Total	427.45
Cheque 001156 Date 05/28/2018 Amount 740.36				
000294 HYDRO ONE NETWORKS INC	April 2018-1401	05/07/2018	1323 KWH- 39498 BELGRAVE	254.33
000294 HYDRO ONE NETWORKS INC	April 2018- 6627	05/08/2018	742 KWH- 429 MILL STREET	156.26
000294 HYDRO ONE NETWORKS INC	April 2018-4071	05/08/2018	77 KWH- 377 GYPSY LANE	43.08
000294 HYDRO ONE NETWORKS INC	April 2018-4633	05/08/2018	1 KWH- 377 GYPSY OTH SHEI	30.12
000294 HYDRO ONE NETWORKS INC	April 2018-7304	05/08/2018	94 KWH- 423 MILL ST	45.89
000294 HYDRO ONE NETWORKS INC	April 2018-0983	05/09/2018	0 KWH- # 8 CAMP ENTRANCE	210.68
		Invoice Count	6 Total	740.36
Cheque 001157 Date 05/28/2018 Amount 1,446.49				
000687 WESTARIO POWER INC.	2103865659	05/09/2018	970 KWH- MUSEUM	142.47
000687 WESTARIO POWER INC.	2103865665	05/09/2018	2579 KWH- FIRE W	334.92
000687 WESTARIO POWER INC.	2103865666	05/09/2018	2447 KWH- 445 JOSEPHINE S	329.90
000687 WESTARIO POWER INC.	2103865695	05/09/2018	72 KWH- 250 JOHN ST ST LIG	34.26
000687 WESTARIO POWER INC.	2103865711	05/09/2018	520 KWH- 166 JOHN ST	80.39
000687 WESTARIO POWER INC.	2103865718	05/09/2018	311 KWH- PUMP HOUSE	63.74
000687 WESTARIO POWER INC.	2103865721	05/09/2018	234 KWH- JOSEPHINE ST ST	50.82
000687 WESTARIO POWER INC.	2103865727	05/09/2018	7 KWH- PARK DRIVE SNACK I	27.74
000687 WESTARIO POWER INC.	2103865730	05/09/2018	1610 KWH- VIC & JOS ST LIG	200.67
000687 WESTARIO POWER INC.	2103865731	05/09/2018	789 KWH- ALF & JOS ST ST LI	110.60
000687 WESTARIO POWER INC.	210386672	05/09/2018	166 KWH- CRUICKSHANK PAI	44.09
000687 WESTARIO POWER INC.	300253387	05/09/2018	0 KWH- PARK DR BALL PARK	26.89
		Invoice Count	12 Total	1,446.49
Cheque 001158 Date 05/29/2018 Amount 101.39				
000294 HYDRO ONE NETWORKS INC	April 2018-3303	05/10/2018	433 KWH- LANDFILL	101.39
		Invoice Count	1 Total	101.39
Report Total				14,799.43

Accounts Payable

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

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 000617 Date 05/22/2018 Amount 487.10				
003224 HURONTEL	10886873-5-2018-W	05/01/2018	WATER TOWER- INTERNET	210.07
003224 HURONTEL	10886875-5-2018-W	05/01/2018	WELL # 3- INTERNET	67.74
003224 HURONTEL	10886878-5-2018-W	05/01/2018	WELL #4- PHONE/INTERNET	96.35
003224 HURONTEL	10886915-5-2018	05/01/2018	WING PUC BUILD- INTERNET	112.94
Invoice Count 4 Total				487.10
Cheque 000618 Date 05/23/2018 Amount 118.47				
002697 TUCKERSMITH COMMUNICATIONS CO	11224287-5-2018	05/01/2018	BLYTH PUMP STN- PHONE	31.83
002697 TUCKERSMITH COMMUNICATIONS CO	11283709-5-2018	05/01/2018	WATER PLANT- PHONE/INTEI	86.64
Invoice Count 2 Total				118.47
Cheque 000619 Date 05/24/2018 Amount 85.44				
000052 BELL CANADA	5-1-2018-W	05/01/2018	WATER- PHONE-357-9942	85.44
Invoice Count 1 Total				85.44
Cheque 000620 Date 05/28/2018 Amount 887.79				
000294 HYDRO ONE NETWORKS INC	April 2018-9904	05/07/2018	4860 KWH- 377 GYPSY NEW \	887.79
Invoice Count 1 Total				887.79
Cheque 000621 Date 05/28/2018 Amount 842.91				
000687 WESTARIO POWER INC.	2103865716	05/09/2018	2866 KWH- 435 MINNIE ST # 2	364.08
000687 WESTARIO POWER INC.	2103865717	05/09/2018	1776 KWH- 435 MINNIE ST	246.05
000687 WESTARIO POWER INC.	2103865739	05/09/2018	1701 KWH- WATERTOWER	232.78
Invoice Count 3 Total				842.91
Report Total				2,421.71

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/24/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 502572 Date 06/05/2018 Amount 752.85				
000002 ACAPULCO POOLS LIMITED	I003250	05/11/2018	POOL- CHEMICALS	126.79
000002 ACAPULCO POOLS LIMITED	I003311	05/23/2018	POOL- LIQUID CHLORINE, NA	626.06
		Invoice Count	2 Total	752.85
Cheque 502573 Date 06/05/2018 Amount 508.50				
004297 ATHLETICA SPORT SYSTEMS	310616	05/14/2018	COMPLEX- LIFT GATE INSPEI	508.50
		Invoice Count	1 Total	508.50
Cheque 502574 Date 06/05/2018 Amount 1,009.87				
002943 BERGOR EQUIPMENT SUPPLY	120899	05/16/2018	PW- G. B. MOTOR	1,009.87
		Invoice Count	1 Total	1,009.87
Cheque 502575 Date 06/05/2018 Amount 643.95				
003692 BOOKSTORE - ANNEX PUBLISHING & F IN60754		05/15/2018	FIRE/ESTC-FIRE FIGHTING M	643.95
		Invoice Count	1 Total	643.95
Cheque 502576 Date 06/05/2018 Amount 678.00				
002016 CENTRA DOOR NORTH COMPANY LTD 17141		05/07/2018	FIRE B- REPAIR DOOR	678.00
		Invoice Count	1 Total	678.00
Cheque 502577 Date 06/05/2018 Amount 218.36				
003919 CINTAS CANADA LIMITED	839571803	05/17/2018	POOL/FITNESS- SANITIZE RE	218.36
		Invoice Count	1 Total	218.36
Cheque 502578 Date 06/05/2018 Amount 246.21				
000146 CLIFF'S PLUMBING & HEATING	31637	05/16/2018	PARKS W- PARTS FOR SPLA	78.12
000146 CLIFF'S PLUMBING & HEATING	31638	05/16/2018	COMPLEX- REPAIRED AC	168.09
		Invoice Count	2 Total	246.21
Cheque 502579 Date 06/05/2018 Amount 614.21				
000151 COCA COLA REFRESHMENTS CANADA 45864103		05/14/2018	CONC/HALL B- COKE PRODU	244.41
000151 COCA COLA REFRESHMENTS CANADA 55882314		05/16/2018	POOL/CONC W- COKE PRODI	369.80
		Invoice Count	2 Total	614.21
Cheque 502580 Date 06/05/2018 Amount 31,532.22				
000173 DA-LEE DUST CONTROL	68695	05/14/2018	PW- CALCIUM CHLORIDE SPI	6,300.88
000173 DA-LEE DUST CONTROL	68670	05/16/2018	PW- CALCIUM CHLORIDE SPI	6,320.58
000173 DA-LEE DUST CONTROL	68788	05/17/2018	PW- CALCIUM CHLORIDE SPI	6,324.05
000173 DA-LEE DUST CONTROL	68830	05/22/2018	PW- CALCIUM CHLORIDE SPI	6,261.50
000173 DA-LEE DUST CONTROL	68841	05/22/2018	PW- CALCIUM CHLORIDE SPI	6,325.21
		Invoice Count	5 Total	31,532.22
Cheque 502581 Date 06/05/2018 Amount 559.61				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/24/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000237 GEORGIAN BAY FIRE & SAFETY LTD	748270	04/30/2018	POLICE- ANNUAL FIRE SAFE	559.61
		Invoice Count	1 Total	559.61
Cheque 502582 Date 06/05/2018 Amount 56.50				
004508 HOUSE OF BLOOM	100000813	05/28/2018	PW- IN MEMORY OF BILL PRI	56.50
		Invoice Count	1 Total	56.50
Cheque 502583 Date 06/05/2018 Amount 47.49				
004533 JANESSA SMITH	5-4-2018	05/04/2018	DAY CARE- SUPPLIES	47.49
		Invoice Count	1 Total	47.49
Cheque 502584 Date 06/05/2018 Amount 237.00				
003124 JIM RENWICK	4-24-2018	04/24/2018	ANIMAL CONTROL- SERVICE	125.00
003124 JIM RENWICK	5-12-2018	05/12/2018	ANIMAL CONTROL- SERVICE	112.00
		Invoice Count	2 Total	237.00
Cheque 502585 Date 06/05/2018 Amount 2,244.51				
000322 JOE KERR LTD	1000002598	03/29/2018	PW- 2004 GMC- REPAIR STAF	1,029.55
000322 JOE KERR LTD	1000002684	04/16/2018	CREDIT - CORE	-1,628.39
000322 JOE KERR LTD	1000002773	04/17/2018	PW- REPAIR 2004 GMC	259.03
000322 JOE KERR LTD	1000002982	05/02/2018	PW- REPAIR 2003 INTERNATI	499.04
000322 JOE KERR LTD	1000002971	05/04/2018	PW- WATER TANK GATE VAL	150.45
000322 JOE KERR LTD	1000002964	05/10/2018	PW- REPAIR 2006 INTERNATI	48.59
000322 JOE KERR LTD	1000002995	05/11/2018	PW- SAFETY 2008 GMC C850	1,835.45
000322 JOE KERR LTD	1000003001	05/15/2018	FIRE- RETORQUE WHEEL NU	50.79
		Invoice Count	8 Total	2,244.51
Cheque 502586 Date 06/05/2018 Amount 37.35				
004775 JORDAN MURRAY	5-14-2018	05/14/2018	PW- MEALS AT TRAINING	37.35
		Invoice Count	1 Total	37.35
Cheque 502587 Date 06/05/2018 Amount 551.70				
000352 KITSUPPLY	146914	05/15/2018	COMPLEX - JANTORIAL SUPP	551.70
		Invoice Count	1 Total	551.70
Cheque 502588 Date 06/05/2018 Amount 998.64				
004487 LISTOWEL BANNER	LBC0015387	04/11/2018	PW- GENERAL HELP AD	160.46
004487 LISTOWEL BANNER	LBC0015546	04/25/2018	ADMIN- ELECTION ADS	572.06
004487 LISTOWEL BANNER	LBC0015584	05/06/2018	LANDFILL- YARD WASTE AD	111.87
004487 LISTOWEL BANNER	LBC0015618	05/06/2018	ADMIN- SURPLUS PROPERTY	71.19
004487 LISTOWEL BANNER	LBC0015638	05/06/2018	ADMIN- BUDGET MEETING AI	83.06
		Invoice Count	5 Total	998.64
Cheque 502589 Date 06/05/2018 Amount 86,161.00				
000389 MAITLAND VALLEY CONSERVATION	7382	03/22/2018	GENERAL LEVY- 2018	86,161.00
		Invoice Count	1 Total	86,161.00

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/24/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 502590 Date 06/05/2018 Amount 122.04				
000420 MGM TOWNSEND TIRE	IN053327	05/22/2018	FIRE- ROTATE DUPLEX WHEI	122.04
		Invoice Count	1 Total	122.04
Cheque 502591 Date 06/05/2018 Amount 1,697.85				
000629 MORAN MECHANICAL AND ELECTRICA	102174	05/23/2018	TRAILER PARK- NEW WATER	1,697.85
		Invoice Count	1 Total	1,697.85
Cheque 502592 Date 06/05/2018 Amount 20.35				
000444 MUNICIPALITY OF MORRIS TURNBERR	6209	05/24/2018	PRINTING DRAINAGE MAPS	20.35
		Invoice Count	1 Total	20.35
Cheque 502593 Date 06/05/2018 Amount 100.80				
001215 NEIL VINCENT	4-30-2018	05/20/2018	COUNCIL- APRIL MILEAGE	100.80
		Invoice Count	1 Total	100.80
Cheque 502594 Date 06/05/2018 Amount 1,287.82				
000642 NORTH HURON PUBLISHING INC	95891	04/30/2018	APRIL ADVERTISING	1,287.82
		Invoice Count	1 Total	1,287.82
Cheque 502595 Date 06/05/2018 Amount 291.91				
000514 PLETCH ELECTRIC LTD	1000013322	05/16/2018	CAMPGOUND B- REPAIR TRA	291.91
		Invoice Count	1 Total	291.91
Cheque 502596 Date 06/05/2018 Amount 1,661.10				
003631 PRO-SAFE FIRE TRAINING SYSTEMS IN	07-1582	05/23/2018	ESTC- ANNUAL SERVICE/MAI	1,661.10
		Invoice Count	1 Total	1,661.10
Cheque 502597 Date 06/05/2018 Amount 11.64				
000520 PUROLATOR INC.	438088438	05/18/2018	PW- COURIER	11.64
		Invoice Count	1 Total	11.64
Cheque 502598 Date 06/05/2018 Amount 270.93				
000539 RINTOULS POOLS AND SPAS	68470	05/18/2018	POOL- MURIATIC ACID	270.93
		Invoice Count	1 Total	270.93
Cheque 502599 Date 06/05/2018 Amount 4,633.00				
004665 ROBINSON FARM DRAINAGE LTD.	Payment Cert# 3	05/17/2018	JACKSON SHULTZ DR- FINAL	4,633.00
		Invoice Count	1 Total	4,633.00
Cheque 502600 Date 06/05/2018 Amount 108.02				
002640 SCHMIDT'S POWER EQUIPMENT	27099	05/14/2018	PW- SAFETY GLASSES, STRII	108.02
		Invoice Count	1 Total	108.02
Cheque 502601 Date 06/05/2018 Amount 13,151.69				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/24/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004565 SKC CONSTRUCTION INC.	Payment Cert # 14	05/24/2018	MEM HALL- FINAL BILL	13,151.69
		Invoice Count	1 Total	13,151.69
Cheque 502602	Date 06/05/2018	Amount	122.89	
000595 SPECTRUM COMMUNICATIONS LTD	789231	05/11/2018	FIRE- RSM FOR XPR 3500	122.89
		Invoice Count	1 Total	122.89
Cheque 502603	Date 06/05/2018	Amount	203.06	
000620 SWAN DUST CONTROL LTD	5192265	05/22/2018	COMPLEX- MATS/MOPS	143.00
000620 SWAN DUST CONTROL LTD	5192277	05/22/2018	POLICE- MATS/MOPS	36.50
000620 SWAN DUST CONTROL LTD	5192282	05/22/2018	DAY CARE- MATS	23.56
		Invoice Count	3 Total	203.06
Cheque 502604	Date 06/05/2018	Amount	169.50	
001796 TIM HORTON'S	5-5-2018	05/05/2018	FIRE- LUNCH FOR 15 PEOPLE	169.50
		Invoice Count	1 Total	169.50
Cheque 502605	Date 06/05/2018	Amount	2,040.72	
001365 TOWNSHIP OF NORTH HURON WATER	5-22-2018	05/22/2018	WATER ARREARS ADDED TC	2,040.72
		Invoice Count	1 Total	2,040.72
Cheque 502606	Date 06/05/2018	Amount	67.80	
003532 TRULY NOLEN	36223	05/17/2018	DAY CARE- PEST CONTROL I	67.80
		Invoice Count	1 Total	67.80
Cheque 502607	Date 06/05/2018	Amount	56.45	
000685 WATSON'S HOME HARDWARE	2740239	05/16/2018	PW- CABLE TIES, GRAIN SCC	42.92
000685 WATSON'S HOME HARDWARE	85975	05/22/2018	PW- SILICONE	13.53
		Invoice Count	2 Total	56.45
Cheque 502608	Date 06/05/2018	Amount	90.40	
000699 WINGHAM ADVANCE TIMES	WND0023012	04/11/2018	ADMIN- VOLUNTEER APPREC	79.10
000699 WINGHAM ADVANCE TIMES	WND0023049	04/11/2018	ADMIN- PRINT TO WEB- VOLL	11.30
		Invoice Count	2 Total	90.40
Cheque 502609	Date 06/05/2018	Amount	24.05	
002081 WINGHAM FOODLAND	725-600-6371	05/14/2018	EARLY ON- FOOD SUPPLIES	24.05
		Invoice Count	1 Total	24.05
Report Total				153,229.99

Accounts Payable

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

Cheque Date 05/19/2018 to 12/31/2018

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 900128 Date 05/22/2018 Amount 164.09				
003224 HURONTEL	10886876-5-2018-S	05/01/2018	SEWER PUMP STN- PHONE/II	96.35
003224 HURONTEL	10886877-5-2018-S	05/01/2018	SEWAGE TRT PLT- INTERNE1	67.74
Invoice Count 2 Total				164.09
Cheque 900129 Date 05/23/2018 Amount 97.36				
002697 TUCKERSMITH COMMUNICATIONS CO.	11286584-5-2018	05/01/2018	B SEWGE TRT PLT- PHONE/II	97.36
Invoice Count 1 Total				97.36
Cheque 900130 Date 05/28/2018 Amount 26.89				
000687 WESTARIO POWER INC.	300253385	05/09/2018	0 KWH- SEWER SIPHON	26.89
Invoice Count 1 Total				26.89
Report Total				288.34



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sean McGhee
DATE: 04/06/2018
SUBJECT: Monthly Operational Report – Public Works Department – April / May 2018
ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the Public Works Activity Report for the months of April and May 2018 for information purposes.

EXECUTIVE SUMMARY

This report is intended to provide an update to Council on Public Works department operations that have been undertaken during the reporting period.

DISCUSSION

Administration

Focus on procurement of goods and services. Pre-budget approval was received and services secured for Calcium application and Maintenance Gravel. Howson Dam Stability and Safety reports were secured and report developed for presentation to Council. Draft revised Cemetery By-law was developed and has been distributed for review and comment by staff. Review of YTD variances completed. Interim transition of Facilities to Public Works Department is underway. Transition of Airport Operations to Public Works is ongoing.

Fleet

Work with staff and local service provider in the development of fleet expenditure tracking system. Anticipate a functional program in upcoming weeks.

Roadside

Tree trimming and removal work is ongoing following high wind events in both rural and urban locations.

Hardtop

Street sweeping has been completed. Pothole repairs are ongoing.

Loosetop

Grading of roads is ongoing. Application of Calcium on north end of Township has been completed. Application on south end will be completed following the application of maintenance gravel.

Winter Operations

Thankfully nothing to report.

Safety Devices & Signage

Clean-up of signage in township underway. Confirming and clearing of sight lines ongoing.

Bridges & Culverts

OSIM inspections have been scheduled for June / July of this year and will be completed by BM Ross.

Cemetery

Spring interments are now complete. Meetings to review new rate schedule and discuss the development of new bylaw were completed and involved both municipal employees and stakeholders.

Streetlights

Streetlight retrofit project is complete. Final meeting and inspection with RealTerm Energy completed.

Municipal Gravel Pit

Contractor mobilized and maintenance gravel crushing / screening completed.

Solid Waste and Recycling

Changes to recycling schedule were implemented and are ongoing. Reviewing options for curbside bin sizes.

Capital Projects

Pending

Water & Wastewater

Monthly meeting with Veolia was completed and included discussion on administrative amendments to contract to align year end with municipal year end. Summary of operations for April are appended to this report.

FINANCIAL IMPACT

No immediate financial impact at this time.

FUTURE CONSIDERATIONS

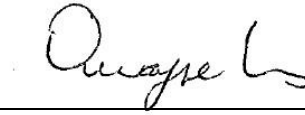
No future consideration at this time.

RELATIONSHIP TO STRATEGIC PLAN

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



Sean McGhee, Director of Public Works



Dwayne Evans, Chief Administrative Officer



TOWNSHIP OF NORTH HURON
WATER AND WASTE WATER MONTHLY REPORT

April 2018

Prepared by: Veolia Water

INTRODUCTION

1) NORTH HURON WATER SYSTEMS

a) WINGHAM WATER

- i) **Laboratory Results:** All lab results were compliant
- ii) **Operational Parameters:** Data being stored on the online Hach WIMS database and the Township of North Huron Network, information is available upon request
- iii) **Regulatory:** There were no regulatory issues during this reporting period
- iv) **Distribution:** All weekly and routine maintenance was performed, Meter reading
- v) **Maintenance and services Performed:** 4 Water meters either repaired or replaced, locates, water turn on/off requests, water meter readings, installed hydrant for development in Morris Turnberry connected to the Wingham drinking water system
- vi) **Customer complaints:** No Customer complaints during the reporting period

b) BLYTH WATER

- i) **Laboratory Results:** All lab results were compliant
- ii) **Operational Parameters:** Data being stored on the online Hach WIMS database and the Township of North Huron Network, information is available upon request
- iii) **Regulatory:** There were no regulatory issues during this reporting period
- iv) **Distribution:** All weekly and routine maintenance was performed, Meter reading
- v) **Maintenance and services Performed:** locates, water turn on/off requests,
- vi) **Customer complaints:** No Customer complaints during the reporting period

c) DWQMS (Drinking Water Quality Management System)

No updates

2) FACILITIES

- a) Airport:** All samples were compliant during the reporting period

3) NORTH HURON WASTEWATER SYSTEMS



a) WINGHAM WASTEWATER

- i) **Laboratory Results:** All lab results were compliant
- ii) **Operational Parameters:** Data being stored on the online Hach WIMS database and the Township of North Huron Network, information is available upon request
- iii) **Regulatory:** There were no regulatory issues during this reporting period
- iv) **Distribution:** All weekly and routine maintenance was performed, Meter reading
- v) **Maintenance and services Performed:** 6 sewers were cameraed
- vi) **Customer complaints:** No Customer complaints during the reporting period

b) BLYTH WASTEWATER

- i) **Laboratory Results:** All lab results were compliant
- ii) **Operational Parameters:** Data being stored on the online Hach WIMS database and the Township of North Huron Network, information is available upon request
- iii) **Regulatory:** There were no regulatory issues during this reporting period
- iv) **Distribution:** All weekly and routine maintenance was performed, Meter reading
- v) **Maintenance and services Performed:** All weekly and monthly maintenance was performed
- vi) **Customer complaints:** No Customer complaints during the reporting period

4) VEOLIA AND NORTH HURON OPERATIONS MEETINGS

- a) May 10, 2018

5) ITEMS OUTSTANDING

N/A



Month: April 2018

Blyth Water Quality report							
						January	
Flows						Well 5	Flows (m3)
						Min	0
						Max	359
Well 1	Flows (m3)		Well 2	Flows (m3)		Average	220.45
Min	73		Min	61		Total	6834
Max	287		Max	186		February	
Average	126		Average	125			Flows (m3)
Total	3784		Total	3756		Min	76
						Max	309
						Average	204.21
						Total	5718
						March	
Blyth Distribution Residuals							Flows (m3)
Min	0.83					Min	121
Max	1.17					Max	320
Average	0.99					Average	213.74
Count	39					Total	6626

Lead

Location	Date	Alkalinity r	Lead ug/L
309 Dinsle	Apr 3-18	208	0.01
377 Gypsy	Apr 3-18	203	0.01

Blyth Water samples				
Raw Water				
Date	Location	TC	Ecoli	
April 3-18	Well 1	0	0	
	Well 2	0	0	
	Well 5	0	0	
Apr 10-18	Well 1	0	0	
	Well 2	0	0	
	Well 5	0	0	
Apr 17-18	Well 1	0	0	
	Well 2	0	0	
	Well 5	0	0	
Apr 24-18	Well 1	0	0	
	Well 2	0	0	
	Well 5	0	0	
	Min	0	0	
	Max	0	0	
	Average	0	0	
	Adverse	0	0	
	Count	12	12	
Treated Water				
Date	Location POE	TC	Ecoli	HPC
Apr 3-18	Well 1 &2	0	0	<10
	Well 5	0	0	<10
Apr 10-18	Well 1 &2	0	0	<10
	Well 5	0	0	<10
Apr 17-18	Well 1 &2	0	0	<10
	Well 5	0	0	<10
Apr 24-18	Well 1 &2	0	0	<10
	Well 5	0	0	<10
	Min	0	0	<10
	Max	0	0	<10
	Average	0	0	<10
	Adverse	0	0	0
	Count	8	8	8
Distribution samples				
Date	Location	TC	Ecoli	HPC
Apr 3-18	Hubbards Turnip p	0	0	
	Howsons Transpo	0	0	<10
	182 Thuell	0	0	
April 10-18	hubbards turnip p	0	0	

	howsons flour mil	0	0	<10
	298 Hamilton ST	0	0	
Apr 17-18	hubbards turnip p	0	0	
	Arena	0	0	<10
	182 Thuell	0	0	
Apr 24-18	hubbards turnip p	0	0	
	Howsons Transpo	0	0	<10
	182 Thuell	0	0	
	Min	0	0	<10
	Max	0	0	<10
	Average	0	0	<10
	Adverse	0	0	0
	Count	12	12	4

Month: April 2018

Wingham Water Quality report							
Flows							
Well 3	Flows (m3)		Well 4	Flows (m3)			
Min	280		Min	306			
Max	750		Max	898			
Average	485		Average	622			
Total	14540		Total	18653			
Wingham Distribution residuals							
Min	0.84						
Max	1.19						
Average	0.99						
Count	38						

Lead			
Location	Date	Alkalinty	Lead
33 Josephi	Apr 3-18	223.00	0.01
155 Patrick	Apr 3-18	223	0.03

Wingham Water samples				
Raw Water				
Date	Location	TC	Ecoli	
Apr 3-18	Well 3	0	0	
	Well 4	0	0	
Apr 10-18	Well 3	0	0	
	Well 4	0	0	
Apr 17-18	Well 3	0	0	
	Well 4	0	0	
Apr 24-18	Well 3	0	0	
	Well 4	0	0	
	Min	0	0	
	Max	0	0	
	Average	0	0	
	Adverse	0	0	
	Count	8	10	
Treated Water				
Date	Location	TC	Ecoli	HPC
Apr 3-18	Well 3	0	0	<10
	Well 4	0	0	<10
Apr 10-18	Well 3	0	0	<10
	Well 4	0	0	<10
Apr 17-18	Well 3	0	0	<10
	Well 4	0	0	<10
Apr 24-18	Well 3	0	0	<10
	Well 4	0	0	<10
	Min	0	0	<10
	Max	0	0	<10
	Average	0	0	<10
	Adverse	0	0	0
	Count	8	8	8
Distribution samples				
Date	Location	TC	Ecoli	HPC
Apr 3-18	Wingham Arena	0	0	
	J Reavie Workshop	0	0	
	The Cooperators	0	0	<10
Apr 10-18	Wingham Arena	0	0	
	J Reavie Workshop	0	0	
	The Cooperators	0	0	<10
Apr 17-18	Wingham Arena	0	0	
	435 Minnie St	0	0	
	Royal Homes	0	0	<10

Apr 24-18	Wingham Arena	0	0	
	J Reavie Workshop	0	0	
	The Cooperators	0	0	<10
	Min	0	0	<10
	Max	0	0	<10
	Average	0	0	<10
	Adverse	0	0	0
	Count	12	12	4



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Dwayne Evans
DATE: 04/06/2018
SUBJECT: CAO Activity Report
ATTACHMENTS: [Click here to enter text.](#)

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report of the CAO, dated June 4, 2018, regarding updates on matters with the Administration Department and the overall operation of the municipality.

EXECUTIVE SUMMARY

The CAO provides periodic updates to Council on matters within the Administration Department and the overall operation of the municipality.

DISCUSSION

1. **Pay Equity/Market Review:** At the May 22, 2018 regular meeting, Council approved the 2018 budget and the 2018 pay grid which became effective May 28, 2018. The CAO, in consultation with the Senior Management Team, has moved staff on to the new pay grid. The Department heads are starting to meet with individual staff members to inform them of their placement on the new grid. Because of the format of the employment contracts for the CAO and the Director of Public Works, a closed meeting will need to be held in the near future.
2. **Blyth-Hullett Landfill:** As previously reported, the CAO has been working with the Director of Public Works and Central Huron's CAO regarding the acquisition of groundwater rights within the Blyth-Hullett Landfill site's 'Contamination Attenuation Zone'. A meeting was recently held with the Blyth-Hullett Landfill Board to seek further direction. Staff are proceeding with the direction provided. Councillor Vodden is North Huron's representative on the negotiating committee.
3. **North Huron Daycare Centre:** The CAO and the Manager of Childcare Services continue to explore the delivery of children's services. The Manager of Childcare Services is currently undertaking a financial analysis of some possible changes to children's services.
4. **Economic Development Committee:** Due to lack of quorum for the May meeting, the last Economic Development Committee meeting was held April 5, 2018. The next meeting is scheduled for Thursday, June 7, 2018 at the Emergency Services Training Centre in Blyth. These meetings are open to the public.
5. **North Huron Recreation Department:** Effective May 28, 2018, Kim Scholl has assumed the role of Director of Recreation and Facilities until a permanent replacement has been hired. Tammy Lamont has assumed the Aquatics Supervisor position (Kim's home position) and Melissa Scott has taken on the lead role of the museum project with my assistance. A staff report on the museum project will be presented for Council's consideration shortly. Sean McGhee, Director of Public Works, has assumed responsibility for the airport on a permanent basis and is overseeing facilities on an interim basis.

The CAO, Acting Director of Recreation and Facilities, and the Director of Public Works are meeting with the leadership team for recreation and facilities to obtain input on the Director position and any other possible changes they would like to be considered. The CAO and Acting Director of Recreation and Facilities are also meeting with all recreation and facilities staff to obtain their input. Any changes proposed to the Director position and/or the department will be provided for Council's consideration under separate cover and at a later date.

6. **Human Resources:** The CAO and Senior Management Team has identified a need to embark upon of a review of the Township's Human Resource Policy Manual. Disparities, lack of clarity and new provincial legislation (Bill 148) has prompted this review. Due to a number of other matters requiring staff's attention, the review of the Township's Human Resource policies has been delayed. The CAO will be developing options for Council's consideration regarding the completion of this project.

On May 15, 2018 the CAO attended a one day human resource conference in London. The conference was attended by over 200 people from both the public and private sector. The topics of discussion included: workplace obligations; how to accommodate and when to discipline for addiction; changes to employment insurance benefits (in particular, maternity leaves); data security; how to end an employment relationship on good terms; managing WSIB mental stress claims; pay equity; claims of discrimination and/or harassment; Bill 148; strategies for effectively managing employees on long term disability; and sexual violence/harassment in the workplace.

7. **Asset Management:** The CAO, Treasurer and Director of Public Works are working on developing a plan to address the new asset management regulations. Staff are hoping to collaborate with the County and the other Huron County lower tier municipalities in the development of this plan. Discussions began at the recent Huron County Clerks and Treasurers meeting held in Goderich.
8. **Administration:** The transition to electronic paystubs has been very smooth and well received. This change has eased staff workload and resulted in operational savings. As of the date of writing this report, four councillors and eight employees have to complete the necessary paperwork to complete the transition. Reminder notices were recently issued to the employees. In an effort to improve external communication, staff has started a practice of preparing and distributing a document after each Council meeting which highlights Council's decisions and directions. The document is distributed to local media after each Council meeting. Staff have recently requested feedback from local media on whether this practice is effective and meeting their needs.
9. **Fire Services Agreements:** The fire service agreements with Morris-Turnberry and Central Huron expire at the end of this year. The fire service agreement with Ashfield-Colborne-Wawanosh expires at the end of next year. The CAO and Fire Chief are starting the renewal process. A staff report will be presented to Council in closed session at a later date regarding the renewal of these agreements.
10. **Ontario Small Urban Municipal Conference:** The CAO, Reeve and Councillor Vodden attended the Ontario Small Urban Municipal Conference in Niagara Falls, May 2 to 4, 2018. The conference was well done with many timely topics. A copy of the presentations from the conference have been shared with Council.
11. **Avon Maitland School Board:** On May 29, 2018 the CAO attended a meeting between the School Board and Municipal Representatives in Huron and Perth Counties. It was an informative session and included an update on accommodation reviews. The moratorium on accommodation reviews remains in place. With respect to North Huron, the documentation provided by the Board advises that secondary school enrolment at FE Madill is projected to decline in a 5 to 6

year timeframe before increasing slightly. The Board also advised elementary schools in the North East Huron area are projected to be stable. Howick Central Public School and Maitland River Elementary Schools are eligible and have received enhanced top-up funding from the Ministry for operations and renewal.

FINANCIAL IMPACT

N/A

FUTURE CONSIDERATIONS

N/A

RELATIONSHIP TO STRATEGIC PLAN

Goal #4-That administration is fiscally responsible and strives for operational excellence.



Dwayne Evans, CAO

MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario NOG 1H0

Tel: 519-887-6137 ext. 21 Fax: 519-887-6424 Email: nmichie@morristorynberry.ca



Nancy Michie
Administrator Clerk-Treasurer

May 29, 2018

RECEIVED

MAY 31 2018

TOWNSHIP OF NORTH HURON

40-60-540-001-00800-0000
NORTH HURON TOWNSHIP
C/O MUNICIPAL CLERK
PO BOX 90
WINGHAM ON NOG 2W0

**Re: Site Meeting for the Proposed Drainage Improvement for the Henderson
Municipal Drain
Municipality of Morris-Turnberry**

Therefore, you are hereby notified that: "Dietrich Engineering Limited" has been appointed by the council of the Municipality of Morris-Turnberry, to examine the area and site of the Henderson Municipal Drain.

The engineer has called a site meeting to review the proposal with the landowners.

The meeting will be held on:

Date & time: Thursday June 7th, 2018 at 9:00am

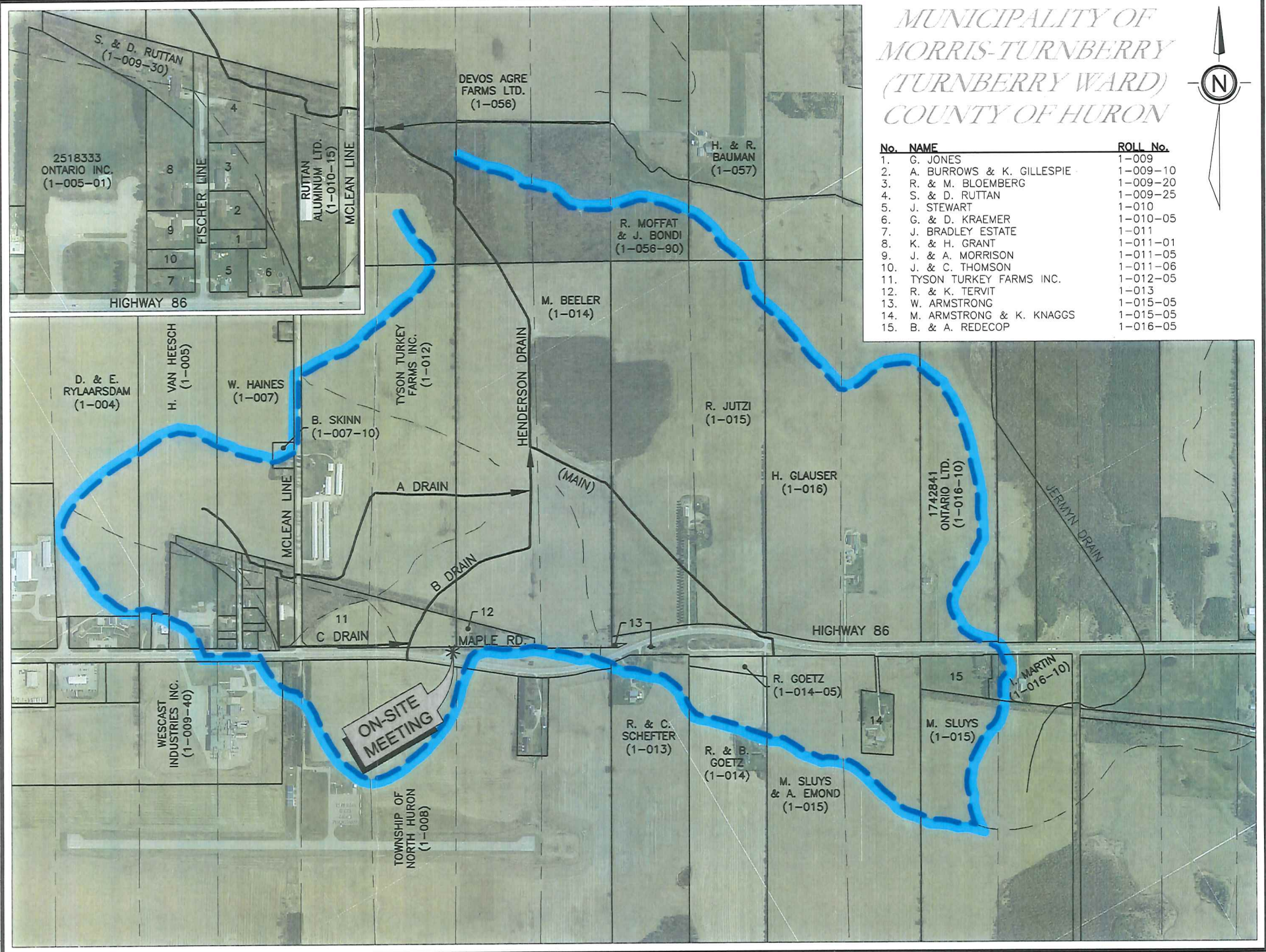
Location: junction of Maple Road and Amberley Road

and you as an owner of land affected, are requested to attend at such time and place.

Yours very truly,

Nancy Michie

Failure to attend examination- You are hereby notified that if you do not attend at the examination, it may proceed in your absence, as provided in the Drainage Act.



May 28, 2018

Dear Friends,

The Huron County Food Bank Distribution Centre will be holding the 5th annual “**BETTER TOGETHER**” Gala on Thursday, August 2, 2018 at 5:30pm at the Libro Hall in Clinton, Ontario.

2018 also marks the 10th anniversary of HCFBDC.

The Gala features a three course menu dinner created by Chev Devin using local foods. There will also be live and silent auctions with items to bid on throughout the evening. Proceeds from the Gala will go towards making hunger non-existent in our communities.

The cost of the tickets are \$60.00 each and tables of 10 are \$600.00. Tickets must be reserved and either picked up ahead of time or at the door. No walk-ins will be allowed.

To reserve tickets, please contact Mary Ellen Zielman at the office at 519-913-2362 or email to zielman@huroncountyfoodbank.org.

Please share this information with elected officials and staff members.

Thank you for your time and we look forward to seeing you at our annual Gala.

Regards,

Marg Deichert

Huron County Food Bank Distribution Centre Inc.
hcfbdcoffice@hay.net
519-913-2362



Press Release

May 24, 2018

The Wingham & Area Health Professionals Recruitment Committee, the North Huron Family Health Team and the Wingham & District Hospital are delighted to announce Dr. Justin Puntillo and Dr. Sean Henderson will be practicing Family Medicine at the Lucknow Medical Clinic and Wingham & District Hospital. Drs. Puntillo and Henderson will be seeing patients currently receiving care at Lucknow Medical Clinic, as well as seeing inpatients and covering the Emergency Department at the Wingham & District Hospital in July 2018.

Drs. Puntillo and Henderson are graduates of Queens University Medical School. Dr. Puntillo is finishing his residency training at the University of Toronto and has most recently been training in Stayner and Collingwood. Dr. Henderson will be moving to Wingham from Nova Scotia where he is completing his residency at Dalhousie University, Cape Breton site. Patients of the Lucknow Medical Clinic and Wingham & District Hospital will benefit greatly with the addition of these enthusiastic new physicians to our medical staff.

We are thrilled to welcome both of these families to our communities; Dr. Justin Puntillo and his partner Nicole Bryant are looking forward to making their home in Wingham. Dr. Sean Henderson, his wife Mandy, along with their four young children Emily 7, Sidney 5, Jack 3 and William 1 are also excited for their move back to Ontario and setting roots in Wingham. Drs. Puntillo and Henderson are both avid Blue Jays fans.

The municipalities supporting recruitment; North Huron, Morris-Turnberry, Huron-Kinloss, Ashfield-Colborne-Wawanosh and South Bruce along with the Wingham & District Hospital Foundation, Board members and staff of the Listowel Wingham Hospital Alliance and North Huron Family Health Team, are credited with unwavering support to bring these physicians to our communities.

Jan McKague-Weishar
Recruitment Officer
Wingham & Area Health Professionals Recruitment
jan.mckague@lwha.ca



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 04/06/2018
SUBJECT: 2018 Section 357 Report
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report of the Director of Finance regarding tax refunds under Section 357 of the Municipal Act in the amount of \$1,231.17,

AND FURTHER that the Council of the Township of North Huron hereby approves the adjustments to be made to the Collector's Roll as recommended by the Director of Finance in this report.

EXECUTIVE SUMMARY

Section 357 of the Municipal Act allows for the reduction, cancellation or refund of taxes under criteria laid out in the Act. Three applications have been received under Section 357 (1)(d)(i). The reason for all three applications is demolition.

DISCUSSION

The applications were sent to the Municipal Property Assessment Corporation (MPAC) for review and have been returned with a recommended adjustment. Under Section 357 (5), council shall hold a meeting on or before September 30th of the year following the year in which the application is made. Notification of this meeting was sent to the applicants.

This Council meeting meets the requirements under the Municipal Act and the applicant may make representation to Council. If the applicant is in attendance at the meeting, they are to be asked if they wish to make comment on their application.

Tax Year	Roll #	Property Address	Reason	Tax Amount
2017	580-005-004-00	38666 Westfield Road	Demolition	336.46
2017	580-005-034-04	84287 London Road	Demolition	301.99
2017	510-010-015-00	284 Josephine St, Wingham	Demolition	592.72
Total				\$1,231.17

FINANCIAL IMPACT

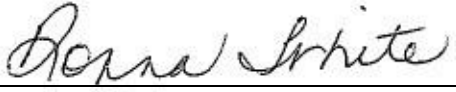
The Township budgets annually for the reduction, cancellation or refunds of taxes, along with vacancy and charitable rebate programs. The 2018 budget includes \$26,000.00 to address this type of application.

FUTURE CONSIDERATIONS

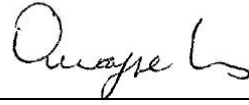
Applications will be monitored as they are received and will be included in the council package prior to the September 30th deadline to review any new applications up until that date.

RELATIONSHIP TO STRATEGIC PLAN

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



Donna White, Director of Finance



Dwayne Evans, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sean McGhee
DATE: 22/05/2018
SUBJECT: Rural Road Surface Treatment Capital Project
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated May 22nd, 2018 regarding the procurement of surface treatment application services for information;

AND FURTHER THAT the contract for the application of surface treatment for 2018 in the amount of \$69,888.00 plus applicable taxes be awarded to Norjohn Contracting and Paving Limited.

EXECUTIVE SUMMARY

A group procurement tender for the application of Class 1 Surface treatment was released by neighbouring municipalities in April of this year. Morris-Turnberry, Howick, and South Bruce participated in the process.

Three firms responded to the Tender with the lowest price for the service submitted by Norjohn Contracting and Paving Limited. The contractors returned tender submissions as follows:

- Norjohn Contracting and Paving – low bid
- Cornell Construction - \$3,839.04 over lowest bid
- Duncor Enterprises Inc. - \$32,023.44 over low bid

Norjohn Contracting and Paving has provided this service for area municipalities in the past.

Upon adoption of the 2018 Operating and Capital budget, North Huron Public Works staff contacted Norjohn Contracting to determine if the procured pricing would be extended to North Huron. The contractor agreed to deliver the service to North Huron at the same rate and provided a written quote of \$69,888.00 plus taxes to complete the 2018 Rural Road Resurfacing project.

DISCUSSION

This project involves the application of the second coat of surface treatment on Reid Road from Hwy 4 to Currie Line and Moncrieff Road from Hwy 4 to Currie Line. The application of this second layer of tar and chip will further seal the road, after which, the roads will only require standard maintenance for five to seven years. In the event that this follow-up application is not applied, the integrity of the roads will degrade at a higher rate and will require re-application of the surface treatment sooner.

FINANCIAL IMPACT

This project is included in the 2018 Operating Budget for Rural Road Maintenance. The tender price is below budgeted amounts.

FUTURE CONSIDERATIONS

None at this time.

RELATIONSHIP TO STRATEGIC PLAN

This project relates to **Goal No. 4** of the Strategic Plan in that the administration is fiscally responsible and strives for operational excellence,



Sean McGhee, Director of Public Works



Dwayne Evans, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sean McGhee
DATE: 04/06/2018
SUBJECT: Blyth Library Lease Renewal
ATTACHMENTS: Commercial Property Lease

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated June 4th, 2018 regarding the proposed Library Lease between Deams Holdings Inc. and the Township for information;

And Further That the Reeve and Clerk be authorized to sign By-Law No. 56-2018, being a By-Law to enter into a lease commencing June 1st, 2018, between the Township of North Huron and Deams Holdings Inc. for the property identified as 380A, 390, 392 and 394 Queen Street in Blyth;

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. 56-2018 to be passed at the June 4th, 2018 Council Meeting.

EXECUTIVE SUMMARY

The Blyth Library, located on Queen Street in Blyth, is leased by the Township of North Huron and operated as a subtenant, by the Huron County Library board. The Library property was recently sold to Deams Holdings Inc. with the intention of maintaining the library service at the site.

The appended lease was developed to address the change in title while ensuring continuity of service at the Blyth Library.

DISCUSSION

The primary revision to this agreement over the previous is surrounding the term of the lease. The first term of the Lease is from June 1st, 2018 and December 31st, 2018. Following this initial term, the lease is designed to renew in perpetuity on an annual basis from January 1st to December 31st. Either party can serve notice of intent not to renew for the following year, no later than August 31st of the then current year.

Monthly rent remains consistent with the previous rate which has been set at \$971.98 plus HST and includes heat, hydro, and utilities. The monthly lease rate will be adjusted in January of every year based on the previous year percentage change in the Ontario Consumer Price Index.

Snow removal at the entrances and capital maintenance are the responsibility of the Landlord.

This lease has been reviewed by Legal Council on the part of both parties.

FINANCIAL IMPACT

This lease represents an annual cost of \$11,869.04 inclusive of all adjusted taxes in year one, with subsequent years being adjusted according to changes in CPI.

FUTURE CONSIDERATIONS

None at this time.

RELATIONSHIP TO STRATEGIC PLAN

This project relates to **Goal No. 4** of the Strategic Plan in that the administration is fiscally responsible and strives for operational excellence,



Sean McGhee, Director of Public Works



Dwayne Evans, CAO

**L E A S E
(COMMERCIAL)**

Made effective the _____ day of May, 2018

B E T W E E N

DEAMS HOLDINGS INC.

(the "**Landlord**")

-and-

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(collectively, the "**Tenant**")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 392 Queen Street, Blyth, Ontario (the "**Premises**"). The Premises forms part of the buildings located on and the lands described in Schedule A (the "**Property**").

1. GRANT OF LEASE

(1) The Landlord leases the Premises to the Tenant:

(a) at the Rent set forth in Section 2;

(b) for the Term set forth in Section 3; and

(c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

(2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes both Base Rent and Additional Rent.

(2) The Tenant covenants to pay to the Landlord, during the Term of this Lease base rent ("**Base Rent**") of Nine Hundred Seventy One Dollars and Ninety Eight Cents (\$971.98) per month plus Harmonized Sales Tax (H.S.T.) of One Hundred Twenty Six Dollars and Thirty Five Cents (\$126.35) for total monthly Base Rent of One Thousand Ninety Eight Dollars and Thirty Three Cents (\$1,098.33).

(3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("**Additional Rent**") whether or not specifically designated as such in this Lease.

(4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments);

- (a) and to effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
 - (i) Business Improvement Association and / or Chamber of Commerce fee / dues relating to the Tenant's business or operations;
 - (ii) all utilities, **save and except heat, hydro water and sewer charges, which utilities are to be provided by and paid for by the Landlord and are included in Base Rent;**
 - (iii) services supplied to the Premises (including without limitation cleaning services and garbage disposal), provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
 - (iv) insurance premiums for the insurance required by Section 8(3) and 8(4) and any other insurance taken out by the Tenant;
 - (v) sales tax, HST and any other taxes imposed on the Landlord respecting the Rent;
 - (vi) all other charges, impositions, costs and expenses of every nature and kind whatsoever relating to the Premises, **save and except that the Landlord shall be responsible for all property taxes related to the Premises and for payment of its own insurance as required by Section 8(1);**
- (b) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and shall produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
- (c) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein;
- (d) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.

(5) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing.

(6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.

(7) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing. No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. TERM AND POSSESSION

(1) The Tenant shall have possession of the Premises for a period commencing on June 1, 2018 and ending on the 31st day of December, 2018 (the "**Term**"). "Term" shall be deemed to include any renewal Term as set out in the next paragraph.

(2) This Lease shall automatically renew annually, for a renewal Term of January 1 to December 31, unless either party gives the other party written notice on or before August 31 of the then-current lease year that the Lease shall not be renewed for the subsequent year. Base Rent shall be adjusted effective January 1 of each renewal Term based on the annual percentage change in the Consumer Price Index (CPI) for Ontario for the one-year period ended the October preceding the renewal Term. For example, the change in Base Rent for the period January 1, 2019 to December 31, 2019 will be based on the change in Ontario CPI for the period October 2017 to October 2018. Provided, however, that in no circumstances will Base Rent be lower than the previous lease year notwithstanding any negative change in CPI. In the event of a negative change in CPI, Base Rent for the year shall be the same as the preceding year.

(3) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease (including any renewal Term) without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

4. ASSIGNMENT

(1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

(2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

(3) Any consent granted by the Landlord may be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

(4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein and including the indemnification obligations set out in paragraph 8(2) hereof.

(5) Notwithstanding the foregoing, the Landlord consents to the sublease of the Premises by the Tenant to the Huron County Library Board (the "Subtenant") as described in the agreement attached as Schedule C hereto (the "Sublease") and without the Subtenant delivering the written agreement contemplated by paragraph 4(3) above. Without limiting the generality of the foregoing, the Tenant specifically acknowledges that it is responsible for any breach of this Lease by the Subtenant and that the indemnification provisions of paragraph 8(2) apply to all claims or demands relating to the use of the Premises by the Subtenant or its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Landlord is not responsible for satisfying the obligations of the Municipality under the Sublease save and except to the extent the Landlord is otherwise responsible for same pursuant to the terms of this Lease.

5. USE

(1) During the Term of this Lease the Premises shall not be used for any purpose other than

Public Library

without the express consent of the Landlord given in writing.

(2) The Tenant shall not do or permit to be done at the Premises anything which may:

(a) constitute a nuisance;

(b) cause damage to the Premises;

- (c) cause injury or annoyance to occupants of neighbouring premises;
- (d) make void or voidable any insurance upon the Premises; or
- (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. REPAIR AND MAINTENANCE

(1) The Tenant covenants that during the Term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm;

- (a) provided that the Landlord shall be responsible for all maintenance, repairs and replacements of a capital nature to the roof, ceiling, structural walls, subfloor, foundation, HVAC system, plumbing system and electrical system save and except maintenance, repairs and replacements to any feature, structure or system installed by the Tenant;
- (b) Tenant shall be responsible for all other maintenance, repairs and replacements to or at the Premises, including without limitation all maintenance, repairs and replacements that relate to cosmetic rather than structural features (e.g. damage to interior walls or ceiling, replacement or repairs to flooring, etc.).

(2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times;

- (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
- (b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs;
 - (i) and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.

(3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.

(4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

7. ALTERATIONS AND ADDITIONS

(1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:

- (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or

addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;

(i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan; and

(b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.

(2) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on the outside or visible from the outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord. All signs existing as of the date hereof are approved by the Landlord.

(3) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.

(4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

(5) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

(6) Other than as provided in paragraph 7(6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

(a) the removal is in the ordinary course of business;

(b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or

(c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

(7) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.

(8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. INSURANCE

(1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises insurance coverage insuring against:

- (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
 - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof;
 - (a) and the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees;
 - (b) and the Tenant agrees that the foregoing indemnities shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's chattels, inventory, equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage insurance in the amount of at least \$2 million in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement; and the Tenant shall provide the Landlord with a copy of the policy.
- (5) The Tenant covenants with the Landlord that its business to be carried on at the Premises will not be of such a nature as to increase the insurance risk on the Property or cause the Landlord to pay an increased rate of insurance premiums on the Property by reason thereof and it is distinctly understood in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk or causes the Landlord and/or other occupants of the Property to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increased amount of insurance premiums which the Landlord or other occupants have to pay in consequence thereof as Additional Rent; provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the Property which may make void or voidable any insurance held by the Landlord or the other occupants of the Property.

9. DAMAGE TO THE PREMISES

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred twenty (120) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred twenty (120) clear days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

- (c) if the leased Premises can be repaired within one hundred twenty (120) clear days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

(2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect or engineer retained by the Landlord.

(3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

10. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

(1) An Act of Default has occurred when:

- (a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
- (b) The Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
 - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
- (c) the Tenant has:
 - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - (ii) had its property seized or attached in satisfaction of a judgment;
 - (iii) had a receiver appointed;
 - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies; or
 - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums; or
- (e) the Premises:
 - (i) become vacant or remain unoccupied for a period of thirty (30) consecutive days;
 - (ii) are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days; or

- (iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

- (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
- (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.

(3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord;

- (a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears;

- (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default.

(7) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

11. TERMINATION UPON NOTICE AND AT END OF TERM

(1) If the Premises are expropriated or condemned by any competent authority:

- (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' written notice to the Tenant; or
- (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent;

- (i) but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.

(2) Provided notice of non-renewal has been delivered as required by Section 3(2) hereof, the Tenant agrees to permit the Landlord during the last four (4) months of the Term of this Lease to display "For Rent" signs or at the Premises and to show the Premises to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours. The Landlord shall at all times have the right to display "For Sale" signs at the Premises and to show the Premises to prospective purchasers and to permit anyone having the written authority of the Landlord to view the Premises at reasonable hours.

(3) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

12. ACKNOWLEDGEMENT BY TENANT

(1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and
- (f) particulars of any subtenancies.

13. SUBORDINATION AND POSTPONEMENT

(1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.

(2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.

(3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.

14. PARKING & ACCESS

(1) The Tenant acknowledges that parking at the rear of the Property is shared with other tenants of the Property and that while there are currently no specific restrictions, the Landlord shall be entitled to implement reasonable rules relating to parking, including the location and number of parking spaces allocated to the Tenant.

(2) The Tenant acknowledges that the Landlord may close or restrict access to the lane exiting from the rear of the Property to Queen Street and that the Landlord has the right to do so without the consent of or further

notice to the Tenant. The Tenant agrees that any access to the parking/storage area at the rear of the Property by the Tenant shall be from Dinsley Street.

(3) The Landlord shall, at its cost, provide snow clearing for the parking area at the rear of the Property, and for the entrance door at the West side of the building.

15. RULES AND REGULATIONS

(1) The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time, including without limitation those attached as Schedule B hereto.

16. NOTICE

(1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

to the Landlord at 304 King Street, Blyth, ON N0M 1H0

to the Tenant at the Premises

(2) Any notice delivered by the Landlord to either person named as Tenant shall be deemed to be a notice delivered to the Tenant.

(3) The above addresses may be changed at any time by giving ten (10) days' written notice.

(4) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

17. REGISTRATION

(1) The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

18. ARBITRATION

(1) In the event of any dispute arising as to any matter hereunder (except as to the payment of Rent), the matter shall be determined by a single arbitrator acting under the provisions of the Arbitrations Act, then in force. The arbitrator shall be chosen by the parties, or failing agreement determined by the court on application. The hearing shall be in Goderich. The decision of the arbitrator may deal with costs, and such decision shall be binding on the parties.

19. GENERAL

(1) Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

(2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(3) When there are two or more persons named as Tenant bound by the same covenants herein contained, their obligations shall be joint and several.

(4) This Lease may be executed in any number of counterparts with the same effect as if all parties to this Lease had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Lease may be executed and delivered by fax transmission and electronic mail.

20. SCHEDULES

- (1) See Schedule A – Property Description
- (2) See Schedule B – Rules and Regulations
- (3) See Schedule C – Sublease with The Huron County Library Board

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

DEAMS HOLDINGS INC.

Per: _____
David Sparling, President
I have the authority to bind the corp.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Per: _____

Per: _____
We have the authority to bind the corp.

SCHEDULE A – PROPERTY DESCRIPTION

380A, 390, 392 and 394 Queen Street, Blyth, known more specifically as PT LT 3 BLK A PL 169 Blyth; PT LT 4 BLK A PL 169 Blyth; PT LT 10 BLK A 169 Blyth as in R261579; T/W R261579, if any; S/T R187520, R302873, R304575; Township of North Huron being PIN 41326-0214 (LT)

SCHEDULE B - RULES AND REGULATIONS FORMING PART OF THIS LEASE

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
5. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
6. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
7. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
8. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
10. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
11. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

SCHEDULE C – SUBLEASE WITH THE HURON COUNTY LIBRARY BOARD



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Dwayne Evans
DATE: 04/06/2018
SUBJECT: Employee Group Benefits Update
ATTACHMENTS: [Click here to enter text.](#)

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the June 4th 2018 Report of the CAO on Employee Group Benefits Update for information purposes;

AND FURTHER, THAT, the Director of Finance be directed to create a new reserve account and to deposit the Employee Group Benefits withdrawal funds into this new reserve account;

AND FURTHER, THAT staff be directed to prepare a report for Council's consideration suggesting special projects for the use of these funds.

EXECUTIVE SUMMARY

Huron County Lower Tiers (with the exception of Goderich), Perth County, Perth County Lower Tiers, and St. Marys participate in a consortium with Huron County to collaborate in the procurement and management of benefit costs. Through a risk sharing pool, Huron County's Lower Tier municipalities share extended healthcare and dental costs. The Perth and St. Marys municipalities utilize a similar risk sharing pool. Both pools have protected the individual municipalities against high cost claims which has permitted stable year to year benefit costs.

As a result of the collaborative arrangement, there has been an accumulation of financial reserves jointly owned by the municipalities. Following establishment of the joint reserves balance, balances remain in the prior separate reserve accounts. These amounts are available to be refunded to the municipalities and will be distributed proportionally based on premiums contributed to the prior risk sharing pool. As this is a one-time withdrawal, the municipal consortium recommends the funds be transferred to reserves and used for special projects rather than ongoing costs.

DISCUSSION

As an outcome of the collaborative pooling approach, the participating municipalities have access to favourable underwriting arrangements for the extended healthcare and dental care benefits. These arrangements have been in place with the insurer since 2012 for Huron County municipalities and since 2013 for Perth and St Marys municipalities.

As a group, the overall benefit costs have remained stable for nine consecutive years for Huron municipalities and six consecutive years for the Perth and St Marys municipalities. During these periods, costs for individual municipalities have been adjusted to achieve harmonized rates. Therefore, the municipalities pay equivalent rates to provide equivalent coverage to staff.

As noted above, the favourable underwriting arrangements have yielded significant financial benefits which would not be available to the individual municipalities on a standalone basis. The result has been accumulation of financial reserves jointly owned by the municipalities, which provide benefit cost stability and rating flexibility during the annual benefits renewal.

Risk Sharing Enhancement

To further enhance the financial benefits of pooling and sharing of risk amongst the municipalities, the Huron County Lower Tiers, Perth, and St Marys municipalities created a single risk sharing pool as of January 1st, 2018. Establishment of a joint pool was possible due to the municipalities adopting a shared plan design for extended health and dental care benefits as of January 1st, 2017 and uniform premium rates as of January 1st, 2018.

FINANCIAL IMPACT

Reserve Withdrawal

To support the single risk sharing pool, a joint reserve account was established for the Huron County Lower Tiers, Perth, and St Marys municipalities as of January 1st 2018. The account is funded by transfers from the prior separate reserve amounts. In the interest of fairness, the proportional contribution for each municipality was based on current enrolment levels.

As previously stated and following establishment of the joint reserves balance, funds remain in the prior separate reserve accounts. These amounts are available to be refunded to the municipalities and will be distributed proportionally based on premiums contributed to the prior risk sharing pool.

For the Township of North Huron, the amount to be withdrawn is \$70,649.00. As this is a one-time withdrawal, the municipal consortium recommends the funds be transferred to reserves and used for special projects rather than ongoing costs.

FUTURE CONSIDERATIONS

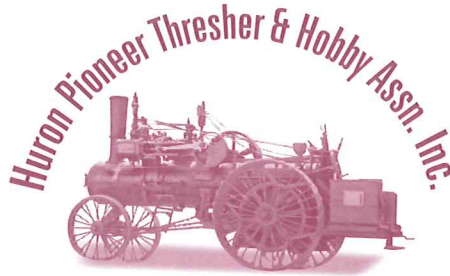
No future financial impacts of the consortium arrangement is anticipated.

RELATIONSHIP TO STRATEGIC PLAN

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



Dwayne Evans, CAO



BOX 116
BLYTH, ONTARIO N0M 1H0

RECEIVED

MAY 17 2018

TOWNSHIP OF NORTH HURON

Municipality of North Huron

Mervyn & Donna Bauer, chairpersons for

HURON PIONER THRESHERS HOBBY ASSOSIATION

Are requesting permission for a liquor license under

COMMUNITY FESTIVAL EVENTS

To be held at the community centre upstairs.

For September 7th & 8th 2018, Fri. & Sat. evening from 7pm-12pm.

All proceeds go to community betterment.

We all have Smart Serve

Thank you very much

Donna & Merv



May 30, 2018

Via Email

To All Municipalities within Huron County

Dear Sirs/Madames:

Re: Huron County Letter of Support for the Municipalities for Climate Innovation Program (MCIP): Climate Change Staff Grant.

The County of Huron is preparing a grant application to the Federation of Canadian Municipalities for the MCIP Climate Change staff grant. This grant will provide up to \$125,000 to supplement the salary of a new or existing municipal employee who will work on initiatives to improve adaptation to local climate change impacts.

If this grant is received, a climate change advisory committee will be created or an existing committee will be used, a climate change adaptation plan will be designed and some of the plan will be implemented. Municipalities will benefit from this opportunity through a variety of initiatives including community consultation and a best practices guide.

The County of Huron requests that each municipality in Huron County submit a letter supporting the application to the MCIP Climate Change Staff Grant. It is requested that all letters be received back by June 15, 2018. A template of the letter of support is attached for your convenience.

Please send letters of support to:

Jayne Koskamp

Housing Programs Coordinator

jkoskamp@huroncounty.ca

77722D London Rd

R.R. #5 Clinton

N0M 1L0

May 30, 2018

MCIP
Climate Change Staff Grants
Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario K1N 5P3

Re: Letter of Support for Municipalities for Climate Innovation Program Application: Climate Change Staff Grant, The County of Huron

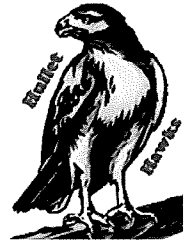
Dear Sir/Madam,

This letter is to confirm that we are aware that The County of Huron is applying for funding through the Municipalities for Climate Change Innovation, Climate Change Staff Grants program to advance climate action and planning into the future.

The support through this grant will help the progress with climate change action for all municipalities in Huron County. Having a climate change adaption, and implementation plan and climate change policies moving forward is important to us. The Township of North Huron supports the project mentioned above and recognizes that this project will benefit residents in our community.

Yours sincerely,

Neil Vincent
Reeve
Township of North Huron



May 15, 2017

RECEIVED

MAY 28 2018

TOWNSHIP OF NORTH HURON

Township of North Huron
P.O. Box 90
274 Josephine Street
Wingham, ON
N0G 2W0

Dear Council Members:

We would like to again request your support of the graduation ceremonies of Hullett Central Public School. As you know, our school serves the residents of the Town of Blyth.

In the past, you have graciously provided \$50.00 which has gone towards the purchase of the Hullett "H"s. We would once again request your consideration of this donation to provide a lasting tribute to the accomplishments these students have achieved while attending our school.

Should you require any further information, please do not hesitate to contact me.

Sincerely,


Cathy Goetz
Principal

/msw

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

BY-LAW NO. 56-2018

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Library Lease Agreement between the Township of North Huron
and Deams Holdings Inc.

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

AND WHEREAS the Council of the Township of North Huron is desirous of executing a Library Lease Agreement between the Township of North Huron and Deams Holding Inc.;

AND WHEREAS the Council of the Township of North Huron 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 Library Lease Agreement between the Township of North Huron and Deams Holdings Inc.
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 JUNE, 2018.

READ A THIRD TIME AND PASSED THIS 4TH DAY OF JUNE, 2018.

CORPORATE SEAL

Neil G. Vincent, Reeve

Richard Al, Clerk

**L E A S E
(COMMERCIAL)**

Made effective the _____ day of May, 2018

B E T W E E N

DEAMS HOLDINGS INC.

(the "**Landlord**")

-and-

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(collectively, the "**Tenant**")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 392 Queen Street, Blyth, Ontario (the "**Premises**"). The Premises forms part of the buildings located on and the lands described in Schedule A (the "**Property**").

1. GRANT OF LEASE

(1) The Landlord leases the Premises to the Tenant:

(a) at the Rent set forth in Section 2;

(b) for the Term set forth in Section 3; and

(c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

(2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes both Base Rent and Additional Rent.

(2) The Tenant covenants to pay to the Landlord, during the Term of this Lease base rent ("**Base Rent**") of Nine Hundred Seventy One Dollars and Ninety Eight Cents (\$971.98) per month plus Harmonized Sales Tax (H.S.T.) of One Hundred Twenty Six Dollars and Thirty Five Cents (\$126.35) for total monthly Base Rent of One Thousand Ninety Eight Dollars and Thirty Three Cents (\$1,098.33).

(3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("**Additional Rent**") whether or not specifically designated as such in this Lease.

(4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments);

- (a) and to effect the said intention of the parties the Tenant promises to pay the following expenses related to the Premises as Additional Rent:
 - (i) Business Improvement Association and / or Chamber of Commerce fee / dues relating to the Tenant's business or operations;
 - (ii) all utilities, **save and except heat, hydro water and sewer charges, which utilities are to be provided by and paid for by the Landlord and are included in Base Rent;**
 - (iii) services supplied to the Premises (including without limitation cleaning services and garbage disposal), provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
 - (iv) insurance premiums for the insurance required by Section 8(3) and 8(4) and any other insurance taken out by the Tenant;
 - (v) sales tax, HST and any other taxes imposed on the Landlord respecting the Rent;
 - (vi) all other charges, impositions, costs and expenses of every nature and kind whatsoever relating to the Premises, **save and except that the Landlord shall be responsible for all property taxes related to the Premises and for payment of its own insurance as required by Section 8(1);**
- (b) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and shall produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
- (c) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein;
- (d) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.

(5) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing.

(6) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.

(7) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing. No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. TERM AND POSSESSION

(1) The Tenant shall have possession of the Premises for a period commencing on June 1, 2018 and ending on the 31st day of December, 2018 (the "**Term**"). "Term" shall be deemed to include any renewal Term as set out in the next paragraph.

(2) This Lease shall automatically renew annually, for a renewal Term of January 1 to December 31, unless either party gives the other party written notice on or before August 31 of the then-current lease year that the Lease shall not be renewed for the subsequent year. Base Rent shall be adjusted effective January 1 of each renewal Term based on the annual percentage change in the Consumer Price Index (CPI) for Ontario for the one-year period ended the October preceding the renewal Term. For example, the change in Base Rent for the period January 1, 2019 to December 31, 2019 will be based on the change in Ontario CPI for the period October 2017 to October 2018. Provided, however, that in no circumstances will Base Rent be lower than the previous lease year notwithstanding any negative change in CPI. In the event of a negative change in CPI, Base Rent for the year shall be the same as the preceding year.

(3) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease (including any renewal Term) without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

4. ASSIGNMENT

(1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

(2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

(3) Any consent granted by the Landlord may be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

(4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein and including the indemnification obligations set out in paragraph 8(2) hereof.

(5) Notwithstanding the foregoing, the Landlord consents to the sublease of the Premises by the Tenant to the Huron County Library Board (the "Subtenant") as described in the agreement attached as Schedule C hereto (the "Sublease") and without the Subtenant delivering the written agreement contemplated by paragraph 4(3) above. Without limiting the generality of the foregoing, the Tenant specifically acknowledges that it is responsible for any breach of this Lease by the Subtenant and that the indemnification provisions of paragraph 8(2) apply to all claims or demands relating to the use of the Premises by the Subtenant or its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Landlord is not responsible for satisfying the obligations of the Municipality under the Sublease save and except to the extent the Landlord is otherwise responsible for same pursuant to the terms of this Lease.

5. USE

(1) During the Term of this Lease the Premises shall not be used for any purpose other than

Public Library

without the express consent of the Landlord given in writing.

(2) The Tenant shall not do or permit to be done at the Premises anything which may:

(a) constitute a nuisance;

(b) cause damage to the Premises;

- (c) cause injury or annoyance to occupants of neighbouring premises;
- (d) make void or voidable any insurance upon the Premises; or
- (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. REPAIR AND MAINTENANCE

(1) The Tenant covenants that during the Term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm;

- (a) provided that the Landlord shall be responsible for all maintenance, repairs and replacements of a capital nature to the roof, ceiling, structural walls, subfloor, foundation, HVAC system, plumbing system and electrical system save and except maintenance, repairs and replacements to any feature, structure or system installed by the Tenant;
- (b) Tenant shall be responsible for all other maintenance, repairs and replacements to or at the Premises, including without limitation all maintenance, repairs and replacements that relate to cosmetic rather than structural features (e.g. damage to interior walls or ceiling, replacement or repairs to flooring, etc.).

(2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times;

- (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
- (b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs;
 - (i) and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.

(3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.

(4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

7. ALTERATIONS AND ADDITIONS

(1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:

- (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or

addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;

(i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan; and

(b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.

(2) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on the outside or visible from the outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord. All signs existing as of the date hereof are approved by the Landlord.

(3) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.

(4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

(5) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

(6) Other than as provided in paragraph 7(6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

(a) the removal is in the ordinary course of business;

(b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or

(c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

(7) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.

(8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. INSURANCE

(1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises insurance coverage insuring against:

- (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
 - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof;
- (a) and the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees;
 - (b) and the Tenant agrees that the foregoing indemnities shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's chattels, inventory, equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage insurance in the amount of at least \$2 million in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement; and the Tenant shall provide the Landlord with a copy of the policy.
- (5) The Tenant covenants with the Landlord that its business to be carried on at the Premises will not be of such a nature as to increase the insurance risk on the Property or cause the Landlord to pay an increased rate of insurance premiums on the Property by reason thereof and it is distinctly understood in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk or causes the Landlord and/or other occupants of the Property to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increased amount of insurance premiums which the Landlord or other occupants have to pay in consequence thereof as Additional Rent; provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the Property which may make void or voidable any insurance held by the Landlord or the other occupants of the Property.

9. DAMAGE TO THE PREMISES

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
- (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred twenty (120) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred twenty (120) clear days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

- (c) if the leased Premises can be repaired within one hundred twenty (120) clear days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

(2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect or engineer retained by the Landlord.

(3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

10. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

(1) An Act of Default has occurred when:

- (a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
- (b) The Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and
 - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
- (c) the Tenant has:
 - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - (ii) had its property seized or attached in satisfaction of a judgment;
 - (iii) had a receiver appointed;
 - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies; or
 - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums; or
- (e) the Premises:
 - (i) become vacant or remain unoccupied for a period of thirty (30) consecutive days;
 - (ii) are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days; or

- (iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

- (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
- (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.

(3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord;

- (a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears;

- (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default.

(7) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

11. TERMINATION UPON NOTICE AND AT END OF TERM

(1) If the Premises are expropriated or condemned by any competent authority:

- (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' written notice to the Tenant; or
- (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent;

- (i) but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.

(2) Provided notice of non-renewal has been delivered as required by Section 3(2) hereof, the Tenant agrees to permit the Landlord during the last four (4) months of the Term of this Lease to display "For Rent" signs or at the Premises and to show the Premises to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours. The Landlord shall at all times have the right to display "For Sale" signs at the Premises and to show the Premises to prospective purchasers and to permit anyone having the written authority of the Landlord to view the Premises at reasonable hours.

(3) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

12. ACKNOWLEDGEMENT BY TENANT

(1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and
- (f) particulars of any subtenancies.

13. SUBORDINATION AND POSTPONEMENT

(1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.

(2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.

(3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.

14. PARKING & ACCESS

(1) The Tenant acknowledges that parking at the rear of the Property is shared with other tenants of the Property and that while there are currently no specific restrictions, the Landlord shall be entitled to implement reasonable rules relating to parking, including the location and number of parking spaces allocated to the Tenant.

(2) The Tenant acknowledges that the Landlord may close or restrict access to the lane exiting from the rear of the Property to Queen Street and that the Landlord has the right to do so without the consent of or further

notice to the Tenant. The Tenant agrees that any access to the parking/storage area at the rear of the Property by the Tenant shall be from Dinsley Street.

(3) The Landlord shall, at its cost, provide snow clearing for the parking area at the rear of the Property, and for the entrance door at the West side of the building.

15. RULES AND REGULATIONS

(1) The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time, including without limitation those attached as Schedule B hereto.

16. NOTICE

(1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

to the Landlord at 304 King Street, Blyth, ON N0M 1H0

to the Tenant at the Premises

(2) Any notice delivered by the Landlord to either person named as Tenant shall be deemed to be a notice delivered to the Tenant.

(3) The above addresses may be changed at any time by giving ten (10) days' written notice.

(4) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

17. REGISTRATION

(1) The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

18. ARBITRATION

(1) In the event of any dispute arising as to any matter hereunder (except as to the payment of Rent), the matter shall be determined by a single arbitrator acting under the provisions of the Arbitrations Act, then in force. The arbitrator shall be chosen by the parties, or failing agreement determined by the court on application. The hearing shall be in Goderich. The decision of the arbitrator may deal with costs, and such decision shall be binding on the parties.

19. GENERAL

(1) Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

(2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(3) When there are two or more persons named as Tenant bound by the same covenants herein contained, their obligations shall be joint and several.

(4) This Lease may be executed in any number of counterparts with the same effect as if all parties to this Lease had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Lease may be executed and delivered by fax transmission and electronic mail.

20. SCHEDULES

- (1) See Schedule A – Property Description
- (2) See Schedule B – Rules and Regulations
- (3) See Schedule C – Sublease with The Huron County Library Board

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

DEAMS HOLDINGS INC.

Per: _____
David Sparling, President
I have the authority to bind the corp.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Per: _____

Per: _____
We have the authority to bind the corp.

SCHEDULE A – PROPERTY DESCRIPTION

380A, 390, 392 and 394 Queen Street, Blyth, known more specifically as PT LT 3 BLK A PL 169 Blyth; PT LT 4 BLK A PL 169 Blyth; PT LT 10 BLK A 169 Blyth as in R261579; T/W R261579, if any; S/T R187520, R302873, R304575; Township of North Huron being PIN 41326-0214 (LT)

SCHEDULE B - RULES AND REGULATIONS FORMING PART OF THIS LEASE

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
5. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
6. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
7. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
8. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
10. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
11. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

SCHEDULE C – SUBLEASE WITH THE HURON COUNTY LIBRARY BOARD

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 57-2018

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 June 4, 2018, 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 June, 2018.

READ A THIRD TIME AND FINALLY PASSED this 4th day of June, 2018.

Neil Vincent, Reeve

SEAL

Richard Al, Clerk