

THE TOWNSHIP OF NORTH HURON  
COUNCIL AGENDA



Date: Tuesday, August 2, 2016  
Time: 7:00 p.m.  
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

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	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 August 2, 2016 Council Meeting; as printed.</i>	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. CONSENT AGENDA	
<i>THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.2;</i>	
<i>AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1 Minutes	
4.1.1 Minutes of the Regular Council Meeting held July 18, 2016	6
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4.2.2	Finance Department	
4.2.2.1	Bills and Accounts	27
	<b>Accounts Payable</b>	July 28, 2016
	General Account	\$102,051.13
	Water Account	\$317,361.76
	Sewer Account	\$55,005.08
	General Internet/Pre-authorized	\$124,605.79
	Water Internet/Pre-authorized	\$3,905.37
	<b>TOTAL</b>	<b>\$602,929.13</b>
4.2.3	Recreation and Facilities Department	
4.2.3.1	Activity Report August 2016	41
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<b>5.</b>	<b>PUBLIC MEETINGS/HEARINGS AND DELEGATIONS</b>	
5.1	Laura Young, Huron County Planner	91
	Bill 73 Changes to Planning Applications and Processes	
<b>6.</b>	<b>REPORTS</b>	
6.1	Clerks Department	
6.1.1	Child Care Programs - Fee Increases	97
	<i>THAT the Council of the Township of North Huron hereby approves the revised Fee Schedule for the North Huron Child Care Programs effective September 1, 2016;</i>	
	<i>AND FURTHER THAT the revised Fee Schedule be included in the next update of the By-law to Establish Rates and Fees for the Township of North Huron.</i>	

- 6.1.2 Disposition of Surplus Property - Queen Street Blyth 101
- THAT the Council of the Township of North Huron hereby declares Pt Lot 2 Blk B, Plan 169, Blyth as in BLY1109 Except R280481, S/T Bly1109, Village of Blyth to be surplus to the needs of the Township;*
- AND FURTHER THAT the Council of the Township of North Huron hereby authorizes the Clerk to proceed with the disposition of Pt Lot 2 Blk B, Plan 169, Blyth as in BLY1109 Except R280481, S/T Bly 1109 as per the procedures established by By-law No. 25-2008 Being a By-law to Establish Procedures for the Sale of Real Property.*
- 6.2 Finance Department
- 6.3 Recreation and Facilities Department
- 6.3.1 Friends of the Village of Blyth Parks MOU 102
- THAT the Council of the Township of North Huron hereby receive the Memorandum of Understanding for the Friends of the Village of Blyth Parks;*
- AND FURTHER THAT the Clerk be directed to prepare an authorizing by-law for the August 22, 2016 Council meeting.*
- 6.4 Public Works / Utilities Department
- 6.4.1 John Street Assumption for Maintenance Purposes 109
- THAT the Council of the Township of North Huron hereby receive the report John Street Assumption for Maintenance Purposes for information;*
- AND THAT the Council of the Township of North Huron hereby direct the Clerk to bring forward a By-Law to assume John Street from the former terminus to the newly constructed Maitland Valley Elementary School for maintenance purposes.*
- 6.4.2 Wingham Post Office Parking - Wingham BIA Request 110
- THAT the Council of the Township of North Huron hereby receive the report for information;*
- AND THAT the Council of the Township of North Huron hereby enact that no further action be taken for parking limitations in front of the Wingham Post Office at this time;*
- AND THAT the Council of the Township of North Huron hereby direct staff to report back to Council on an enforcement model that can effectively address parking limitations within the By-Law.*
- 6.4.3 Results for Howson Dam Environmental Assessment RFP 112
- THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding results for the Howson Dam Environmental Assessment RFP;*
- AND FURTHER THAT Council award RFP 2016-001 to GSS Engineering Consultants Ltd. of Owen Sound, Ontario at a total estimated fee of \$88,815 (excluding HST) being the highest scoring proposal received.*
- AND FURTHER THAT the budgetary shortfall of approximately \$9,000 be taken from the Howson Dam Reserve.*
- 6.5 Fire Department of North Huron
- 6.6 CAO

**7. CORRESPONDENCE**

- 7.1 Township of South Stormont Resolution - Rural Economic Development Program (RED) Suspension 115

*THAT the Council of the Township of North Huron hereby endorses the resolutions passed by the Municipality of South Dundas and the City of Kenora concerning the integration of the Rural Economic Development program into the Jobs and Prosperity Fund, thereby preventing rural municipalities access to funding for capacity building and community economic development projects;*

*AND FURTHER THAT the resolution be forwarded to the Premier, our MP, AMO, and associated agencies.*

- 7.2 Blyth Legion Branch 420 - Request for authorization to repair Blyth Union Cemetery shed roof 117

*THAT the Township of North Huron hereby directs the Director of Public Works to prepare a staff report in regards to the Blyth Legion's offer of funding to undertake repairs to the work shed roof at the Blyth Union Cemetery.*

**8. COUNCIL REPORTS**

- 8.1 REEVE ACTIVITY REPORT

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

- 8.3 REQUESTS BY MEMBERS

**9. NOTICE OF MOTION**

**10. BY-LAWS**

- 10.1 By-law No. 71-2016 118

Being a by-law to appoint a Chief Building Official for the Township of North Huron

*THAT By-law 71-2016; being a by-law to appoint a Chief Building Official for the Township of North Huron; be introduced, read a first and second time.*

*THAT By-law 71-2016; being a by-law to appoint a Chief Building Official for the Township of North Huron; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.*

- 10.2 By-law No. 72-2016 119

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Canadian Construction Documents Committee (CCDC2) Contract for Renovations and Addition to the Blyth Memorial Community Hall.

*THAT By-law 72-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Canadian Construction Documents Committee (CCDC2) Contract for Renovations and Addition to the Blyth Memorial Community Hall; be introduced, read a first and second time.*

*THAT By-law 72-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Canadian Construction Documents Committee (CCDC2) Contract for Renovations and Addition to the Blyth Memorial Community Hall; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.*

**11. ANNOUNCEMENTS**

**12. OTHER BUSINESS**

**13. CLOSED SESSION AND REPORTING OUT**

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

- *Personal matters about an identifiable individual, including municipal or local board employees (Administration Department Restructuring Process).*

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

13.1 Administration Department Restructuring Process

**14. CONFIRMATORY BY-LAW**

14.1 By-law No. 73-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

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*THAT By-law 73-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first and second time.*

*THAT By-law 73-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be read a third and final time, signed by the Reeve and the 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: Monday, July 18, 2016**  
**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:** Sharon Chambers, CAO  
Kathy Adams, Director of Corporate Services / Clerk  
Pat Newson, Director of Recreation and Facilities  
David Sparling, Director of Fire and Emergency Services  
Richard Al, Manager of Employee and Business Services

**OTHERS PRESENT:** Denny Scott, Citizen  
Kelsey Dunbar, Advance Times  
Steve Hill, Brad Carther

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**1. CALL TO ORDER**

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

Reeve Vincent noted that there was a member of the public gallery with a recording device contrary to Section 30.1 Recording Equipment of the Township of North Huron Procedural By-law No. 18-2016 and asked the individual to turn off his equipment and upon refusal by the individual temporarily adjourned the meeting at 7:10 pm.

Upon refusal to comply with the By-law, the individual was escorted out of the Council Chambers by a Wingham Police Services Constable.

Reeve Vincent reconvened the meeting to order at 7:22 pm.

**2. CONFIRMATION OF THE AGENDA**

**M396/16**

**MOVED BY:** B. Knott

**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron; accept the Agenda for the July 18, 2016 Council Meeting; as amended, to move Agenda Items 7.2 Ontario Municipal Board Review and 7.3 Huron County Food Bank Gala 2016, to Consent Agenda Item 4.3.3 and 4.3.4 respectively.*

**CARRIED**

**3. DISCLOSURE OF PECUNIARY INTEREST**

None noted.

**4. CONSENT AGENDA**

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held July 4, 2016

4.1.2 Blyth BIA Minutes - May 4, 2016

4.1.3 Blyth BIA Minutes - June 1, 2016

4.1.4 Wingham Town Hall Theatre Committee Minutes - July 11, 2016

4.2 Reports

4.2.1 Director of Finance

4.2.1.1 Bills and Accounts

Accounts Payable	July 15, 2016
General Account	\$276,315.23
Water Account	\$17,360.14
Sewer Account	\$1,613.16
General Internet/Pre-authorized	\$42,963.22
Water Internet/Pre-authorized	\$3,902.54
<b>TOTAL</b>	<b>\$342,154.29</b>

4.2.1.2 July Finance Activity Report

4.2.2 Director of Emergency and Fire Services

4.2.2.1 FDNH Monthly Activity Report for the Month of June Activity

4.2.2.2 Quantum Murray Hazardous Materials Response

4.2.2.3 Joint procurement of regularly scheduled fire maintenance services

4.2.2.4 County Wide Fire Dispatch

4.2.3 Director of Recreation and Facilities

4.2.4 CAO

4.2.4.1 CAO Administration Activity Report - July 13, 2016

4.2.4.2 Economic Development Report July 2016

4.3 Correspondence

4.3.1 Huron Heritage Fund 2016 - East Wawanosh 150th Township History

4.3.2 County of Huron Invests in Local Arts & Culture

4.3.3 Ontario Municipal Board Review

4.3.4 Huron County Food Bank Gala 2016

**M397/16**

**MOVED BY:** J. Campbell

**SECONDED BY:** B. Vodden

*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

6.2 Finance Department

6.3 Recreation and Facilities Department

6.3.1 Memorial Hall Renovation Project Bid Award

**M398/16**

**MOVED BY:** T. Seip

**SECONDED BY:** B. Vodden

*THAT the Council of the Township of North Huron hereby awards the renovation project to SKC Construction Inc. for the bid price of \$3,236,000 for the Memorial Hall Renovation Project;*

*AND FURTHER THAT the Clerk be directed to prepare the authorizing by-law to sign the CCDC2 Construction Contract with SKC Construction at the August 2, 2016 Council meeting;*

*AND FURTHER THAT the \$299,000.00 Contingency Allowance for the project be reduced to \$150,000 in a Post Tender Addendum prior to signing of the CCDC2 Construction Contract;*

*AND FURTHER THAT the Council of the Township of North Huron hereby confirms that the total project budget is \$3,800,000, to include all expenses for the project;*

*AND FURTHER THAT the project shall be funded in accordance with the Funding Agreement for this project between The Corporation of the Township of North Huron and 14/19 Inc., previously adopted by-law.*

**CARRIED**

6.3.2 NHWCC Roof Repairs

**M399/16**

**MOVED BY:** B. Vodden

**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron hereby authorize the Director of Recreation and Facilities to hire Smith-Peat Roofing and Sheet Metal Ltd, to perform repairs on the roof of the North Huron Westcast Community Complex for the contract price of \$11,495, using the negotiated method.*

**CARRIED**

6.4 Public Works / Utilities Department

6.5 Fire Department of North Huron

6.6 CAO

6.6.1 OPP Municipal Policing Costing Proposal

**M400/16**

**MOVED BY:** B. Knott

**SECONDED BY:** R. Hallahan

*THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding the OPP costing process for information purposes;*

*AND FURTHER THAT Chief of Police Tim Poole is instructed to defer the expanded costing for the Wingham Police Service to provide police service to Blyth and East Wawanosh until further direction is provided by Council.*

**CARRIED**

**7. CORRESPONDENCE**

7.1 Wingham BIA Parking Request

**M401/16**

**MOVED BY:** Y. Ritsema-Teeninga

**SECONDED BY:** B. Knott

*THAT the Council of the Township of North Huron requests the Director of Public Works to prepare a Staff Report in response to the Wingham BIA's request to implement a fifteen minute parking limit on three parking spaces in front of the Post Office.*

**CARRIED**

**8. COUNCIL REPORTS**

8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported that there are many events scheduled for Saturday July 23, 2016 including:

- Blyth Legion Open House
- 50<sup>th</sup> Anniversary of the Wingham Horticultural Society
- Blyth Street Festival
- Wingham (Radio Controlled) Jets at the Richard W. LeVan Airport

Reeve Vincent indicated that he had received an invitation to meet with the President of Canadian Medical Association at the upcoming Association of Municipalities Ontario (AMO) Conference.

Reeve Vincent reported that the August 18<sup>th</sup>, 2016 Council Meeting may need to be rescheduled due to he and CAO Sharon Chambers being at the AMO Conference during that timeframe.

Reeve Vincent noted that there are several upcoming grant opportunities.

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

Councillor Ritsema-Teeninga reported that the Wingham Sidewalk Sales are scheduled for Saturday July 23, 2016.

Councillor Ritsema-Teeninga reported that the Town Hall Theatre Committee has raised \$105,000 to date and is \$15,000 from their goal. She noted that if fundraising exceeds the goal the Committee would like to allocate the additional funds to ceiling insulation, house lights and a projector and screen.

Councillor Vodden spoke to a recent article in the Blyth Citizen regarding the Huron County Economic Development Board \$500,000 grant to CCRC.

Councillor Seip reported that he had recently been contacted by a company investigating land rentals for solar panel installations. It was noted that this could be a potential revenue generating opportunity however the extensive list of current projects will take precedence.

## 8.3 REQUESTS BY MEMBERS

## 9. NOTICE OF MOTION

## 10. BY-LAWS

### 10.1 By-law No. 68-2016

Being a by-law to authorize the Reeve and Clerk to sign a Lease Agreement with the Avon Maitland District School Board.

#### **M402/16**

**MOVED BY:** J. Campbell

**SECONDED BY:** T. Seip

*THAT By-law 68-2016; being a by-law to authorize the Reeve and Clerk to sign a Lease Agreement with the Avon Maitland District School Board; be introduced, read a first and second time.*

**CARRIED**

**M403/16**

**MOVED BY:** R. Hallahan

**SECONDED BY:** T. Seip

*THAT By-law 68-2016; being a by-law to authorize the Reeve and Clerk to sign a Lease Agreement with the Avon Maitland District School Board; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.*

**CARRIED**

**11. ANNOUNCEMENTS**

**12. OTHER BUSINESS**

**12.1 August 15 Council Meeting Date Change**

**M404/16**

**MOVED BY:** B. Knott

**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron hereby reschedules the August 15, 2016 Regular Council Meeting to August 22, 2016;*

*AND FURTHER THAT the Clerk is directed to advertise the change of date providing proper notice.*

**CARRIED**

**12.2 Town Hall Public Meeting**

**M405/16**

**MOVED BY:** R. Hallahan

**SECONDED BY:** B. Knott

*THAT the Council of the Township of North Huron hereby authorizes a Town Hall Public Meeting to be held on September 13, 2016 from 7 p.m. to 8 p.m. at the Emergency Services Training Centre, Blyth.*

**CARRIED**

**13. CLOSED SESSION AND REPORTING OUT****M406/16****MOVED BY:** B. Vodden**SECONDED BY:** B. Knott

*THAT the Council of the Township of North Huron hereby proceeds at 8:21 pm. to an In Camera Session (Closed to the Public) to discuss the following:*

- *A proposed or pending acquisition or disposal of land by the Corporation (Blyth Christian Reformed Church);*
- *Advice that is subject to solicitor-privilege, including communications necessary for that purpose (Legal Settlement - Property Standards Matter);*
- *The security of the property of the municipality or local board (OCIF Funding);*
- *A proposed or pending acquisition or disposal of land by the Corporation (Queen Street - Blyth);*
- *Personal matters about an identifiable individual, including municipal or local board employees (Shared Services - Employment Matters).*

**CARRIED****M407/16****MOVED BY:** R. Hallahan**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:33 pm.*

**CARRIED****M408/16****MOVED BY:** B. Vodden**SECONDED BY:** T. Seip

*THAT the Council of the Township of North Huron directs the Clerk to prepare a report for the August 2, 2016 Council Meeting declaring a parcel of land identified as 0194 on the Service Ontario Property Index Map and adjacent to the Blyth Christian Reformed Church, Queen Street, Village Blyth as surplus to the needs of the Municipality;*

*AND FURTHER THAT the Clerk be authorized to proceed with disposition of the said property as per the procedures for the sale and disposal of real property established by By-law No. 25-2008 Being a By-law to Establish Procedures for the Sale of Real Property.*

**CARRIED**

**14. CONFIRMATORY BY-LAW**

14.1 By-law No. 69-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

**M409/16**

**MOVED BY:** B. Vodden

**SECONDED BY:** B. Knott

*THAT By-law 69-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first and second time.*

**CARRIED**

**M410/16**

**MOVED BY:** R. Hallahan

**SECONDED BY:** T. Seip

*THAT By-law 69-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.*

**CARRIED**

**15. ADJOURNMENT**

**M411/16**

**MOVED BY:** T. Seip

**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 9:34 pm.*

**CARRIED**

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Neil Vincent, Reeve

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Kathy Adams, Clerk

**MINUTES OF THE TOWNSHIP OF NORTH HURON  
REGULAR COUNCIL MEETING**



**Date:** Thursday, July 21, 2016  
**Time:** 5:03 p.m.  
**Location:** HELD IN THE WINGHAM KNIGHTS OF COLUMBUS HALL

**MEMBERS PRESENT:** Reeve Neil Vincent  
Deputy Reeve James Campbell  
Councillor Yolanda Ritsema-Teeninga  
Councillor Trevor Seip  
Councillor Brock Vodden

**MEMBERS ABSENT:** Councillor Ray Hallahan  
Councillor Bill Knott

**STAFF PRESENT:** Sharon Chambers, CAO  
Kathy Adams, Director of Corporate Services / Clerk  
Richard Al, Manager of Employee and Business Services  
Kelly Church, Drainage Superintendent

**OTHERS PRESENT:** J.R. (Jeff) Dickson, P.Eng, R.J. Burnside & Associates Limited  
Mac Anderson, Ron Cook, Duncan Anderson, Cam  
Anderson, Marg Bruton, Bryan Coultres, Aaron Coultres, Cam  
Cook, Ralph Crawford, Jo Crawford, Wayne Hopper, Paul  
Gowing, John Smuck, Josh Bruton, Ashtyn Bruton, Yvonne  
Coultres, Nancy Michie, Jim McGee, Murray Shiell, Caitlin  
Martin

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**1. CALL TO ORDER**

Reeve Vincent called the meeting to order at 5:03 pm.

**2. CONFIRMATION OF THE AGENDA**

**M412/16**

**MOVED BY:** T. Seip

**SECONDED BY:** J. Campbell

*THAT the Council of the Township of North Huron; accept the Agenda for the July 21, 2016 Special Council Meeting; as printed.*

**CARRIED**

### 3. DECLARATION OF PECUNIARY INTEREST

None noted.

### 4. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

Meeting to Consider the Preliminary Report under the Drainage Act R.S.O 1990 c.D. 17:

Report by J R (Jeff) Dickson, R.J. Burnside & Associates Limited  
"Proposed Municipal Drain 2016" known as the Hopper Drain.

#### 4.1 Presentation of the Report under Section 4 and 10 (1) of the Drainage Act R.S.O 1990 Chapter D 17

To be presented by Jeff Dickson P. Eng.

Jeff Dickson P. Eng, R.J. Burnside & Associates Limited presented the Proposed Municipal Drain 2016 Report.

- This is a mandatory meeting called by Council. Motions will be made.
- General concept is to consider the preliminary report.
- Two previous site meetings have been held.
- This is an intermediate step in the process. This meeting will provide some of the technical data regarding the proposed drain.
- Need to ensure sufficient outlet.
- Discussion will include the overall costs of the project.
- Disadvantage of the preliminary report is the lack of a breakdown of individual costs. If the project does not proceed the petitioners are required to cover the costs incurred to this point.
- Individual cost breakdowns will be provided in a final report if the project proceeds. No discussion will take place on the cost breakdown until the final report and Court of Revision.

#### 3 Key Elements

- The project needs to be considered and realized as a community project.
  - Land owners can submit a petition to request a drain and consider recommendations contained in a preliminary report.
  - A drain that is adopted by By-law is a legal entity.
  - 4 properties in watershed have legal outlet.
  - Not sure if natural water course - for a judge to determine.
- The project is based on a user pay system. Engineer determines cost split based on percentage calculation.
- Once installed the drain becomes the responsibility of the Municipality to repair and maintain in accordance with the engineers report/recommendations adopted by by-law by the Municipality.
  - Council are held liable if they do not properly maintain a drain.

There will be opportunity for the public to speak later in the agenda or if the submission of a written question or comment after the meeting is preferred, forms are available and should be submitted to the Clerk.

It was noted that this report was provided well before the legal requirement according to the Drainage Act.

#### 4.2 Comments from the Petitioners

##### 1. Hopper Land Co. Ltd - Wayne Hopper

- Initiated the petition for drainage.
- Purchased his property approximately 18 years ago.
- Pointed out that his farm is located downstream and currently has no outlet available but noted that he would like to get rid of the water.
- Noted that four other individuals are tiled into a ditch.

##### 2. Wayne Hopper for Great Land Farms Ltd - Henri Frischknecht

- Mr. Frischknecht was not in attendance but authorized Wayne Hopper to speak on his behalf if necessary.

##### 3. Ralph Crawford

- Indicated that he recently invested \$11,000 into his bridge and is concerned that without the proposed drain the present volume of water may negatively impact his bridge and result in the requirement of additional funds for repairs.

#### 4.3 Comments from the effected owners of property, within the watershed (property owners must stand and state their name and property so that it may be recorded in the minutes of the meeting)

##### Bryan Coultres

- Indicated that the proposed drain would not increase the volume of water but instead increase the flow rate of that water.
- Noted that a swamp area is located across the road and should be left alone.

##### Mac Anderson

- Indicated that he did not have issues with water downstream under the Hakkers drain was installed.
- Noted his drain is constructed from wooden tiles and may not be in existence much longer.
- Commented that the cost required to implement the proposed drain versus the potential benefit to the land being serviced is not justified.

- Commented that the potential negative effects outweigh the potential benefits associated with the proposed drain

Ron Cook

- Reported that his property is located on the bottom end of the proposed drain in Morris-Turnberry.
- Commented on the Engineer's Report indicating that there will not be any additional water but that the existing volume of water will flow into his land twice as fast.
- Noted that existing excess water flowing into his property is already forming a large pool.
- Commented that Wayne Hopper and Jeff Dickson are the only individuals advocating for the proposed drain.

#### 4.4 Comments from Members of Council

- Deputy Reeve Campbell inquired as to the timeframe if the proposed drain were to proceed.
- Mr. Dickson reported that consultation would need to take place with Maitland Valley Conservation Authority as well as the Ministry of Fisheries and Oceans Canada.
- Mr. Dickson indicated that the next meeting to discuss the proposed drain would potentially be scheduled for sometime in 2017.
- Mr. Dickson also noted that the channel that this particular drain fails under has a specific window for work to take place, that being roughly between July 1 to September 15.
- Mr. Dickson noted that a number of steps must still take place including; preparation of the Final Report, sending of notices, a Court of Revision and a waiting period for any potential appeals. Due to heavy workload and the numerous steps involved in the process it would be challenging to have the proposed drain completed within the July 1 to September 15 window in 2017.

#### 4.5 Opportunity to withdraw names from the petition

Section 10 (3) of the Drainage Act - The Council shall give to any person who signed the petition an opportunity to withdraw from the petition. By putting his/her withdrawal in writing, signing it and filing it with the Clerk (Kathy Adams has forms for this purpose).

None withdrawn.

#### 4.6 Opportunity to add names to the petition

Section 10 (3) of the Drainage Act - The Council shall give to any person present who owns land in the area requiring drainage and has not signed

the petition, an opportunity to do so. (Kathy Adams has the petition if any person wishes to add their name to the petition).

None added.

#### 4.7 Sufficient number of names to Comply

Section 10 (4) states:

1. If at the end of the meeting the petition does not contain a sufficient number of names to comply with Section 4, the original petitioners are chargeable in equal shares with and liable to the municipality for expenses incurred by the municipality in connection with the petition and preliminary report, excluding any grants and the costs of any environmental appraisal or benefit cost statement and the sum with which each of such petitioners is chargeable shall be entered upon the collector's roll for the municipality against the lands of the person liable and shall be collected in the same manner as real property taxes.

The engineer, should advise the Council if the petition has sufficient number of names to comply and continue.

- Mr. Dickson deemed the petition to be valid as there were no names to be added or removed from the petition.
- Mr. Dickson explained the rationale behind the cost calculation and noted that the cost would be split between property owners between the boundaries of Lots 41 and 42, including all land in Concession 10 through to and including Concession 11 and a portion of the Sleightholm property.
- Mr. Dickson reported that he is not aware of any legal outlet on the Frischknecht property.
- Mr. Dickson informed those present that the percentage of land is sufficient to validate the proposed drain according to the Drainage Act.
- Duncan Anderson questioned what happens in the event of a property selling during this process if the new owner is not in support of the proposed drain.
- Mr. Dickson reported that the petition for drainage must be put forth by the owner of the property and cited a section from the Drainage Act.
- Mr. Dickson noted that names may only be added or removed from a petition at a meeting similar to this current meeting, and further noted that two more meetings will take place for the proposed drain in which names could be added or removed from the petition.

- Mr. Dickson described an example case in Exeter in which a property sold during the petition for drainage process and subsequently the rights, privileges and opportunities were transferred to the Town. When a new owner enters the process they would be given the opportunity to add or remove their name from the petition if they choose but only during prescribed meetings.
- Mr. Dickson described the Court of Revision, waiting period for appeals and then addressing any appeals, after which the drain would go out for tender to contractors.
- Mr. Dickson provided an explanation of the difference between the preliminary report and the final report. It was explained that the costing contained in the preliminary report is an even split between petitioners. In the Final report a calculation is completed to assess and adjust each percentage of the cost. If a petitioner is added or removed the results of the calculation change and the percentage allocated adjusts to incorporate the new petitioner.
- Duncan Anderson inquired as to the cost of the proposed drain to date, as well as what the expected total cost would be?
- Mr. Dickson noted that the costing is contained in the preliminary report under section 0 on page 9 of the report? Reading from the section the revised total cost is approximately \$375,000. Mr. Dickson further noted that the option to add addition land to the west was cost out at an estimated \$75,000.
- Duncan Anderson asked if the cost of a drain increases if more people use it.
- Mr. Dickson explained that the cost is based on the assessment of the outlet provided and equivalent hectares. Description was given that direct outlet with more hectares has a higher cost associated than indirect outlet with less hectares.
- Duncan Anderson requested to be noted on record as being opposed to the drain and commented that the cost of \$375,000 versus potential benefit is not justified.

#### 4.8 Instructions to the Engineer

Section 10 (5) states:

If at the end of the meeting, the petition contains a sufficient number of names to comply with Section 4, the Council may instruct the Engineer to proceed with the preparation of his report

Section 10(6) states: Where the Council of the initiating municipality fails to instruct the Engineer to proceed with the preparation of a report, any petitioner may appeal to the Drainage Tribunal.

- Deputy Reeve Campbell asked if at the point of the final report a property sells and the new owner withdraws their name from petition are the remaining petitioners the only ones responsible for the accumulated cost.
- Mr. Dickson responded explaining that in the case of a property selling, the title owner whether it be the previous owner or the new owner, is responsible for their portion of the cost.
- Mr. Dickson further explained that at a meeting to receive the Final Report individuals are able to add or remove their name from a petition. It was noted that that if a petition fails the original petitioners must pay for the accumulated costs. This also applies to petitioners who withdraw their names. If additional names are added to a petition, the cost split is adjusted to incorporate the new petitioners as well.
- Councillor Ritsema-Teeinga requested clarification regarding the three potential resolutions and asked if essentially the first option is to proceed with the process, the second option is to not proceed with the process and the third option is to wait and request more information.
- Mr. Dickson indicated that those descriptions are accurate.
- Councillor Seip inquired as to whether the Engineer provides a cost benefit analysis to the landowners.
- Mr. Dickson explained that there is an option in the Drainage Act to prepare a cost benefit statement although he has never been requested to do so in the past. Furthermore the cost associated with preparing the report would be the responsibility of the person who requested it.
- Mr. Dickson explained that landowners would be provided with information regarding the betterment and advantages that the proposed drain could provide to their land. The assessments are provided using a fair calculation.
- Mr. Dickson noted that cost assessments will include right of ways, damage to crops that may occur while performing the work and are then deducted from the grant funding to reach the assessment calculation.
- Mr. Dickson recommended scheduling another meeting with landowners to provide dialog prior to the final report.
- Mr. Dickson addressed the resolution option that defers making a decision until more information is received. It was noted that deferring a decision is not recommended because as stated in Section 10.6 of the Drainage Act, Council may be held liable for delaying a report by the Tribunal if an appeal is made by a landowner.

- Councillor Vodden commented that the petition is fully qualified and asked if Council were to defer the decision, what could be done to move the process forward.
- Mr. Dickson responded that he does not have experience in that regard and that he is simply obligated to inform Council of their responsibilities and liabilities as prescribed by the Drainage Act.
- Deputy Reeve Campbell reported that one of the properties potentially impacted by the proposed drain may be sold and indicated that it would be ideal if the interested buyer could be contacted to ensure that they are in agreement with the cost associated with the proposed drain.
- Mr. Dickson reiterated the fact that no names have been added or removed from the petition and commented that the prospective buyer of the property must take into account the potential cost associated with the proposed drain when choosing whether to purchase the property.

**M413/16****MOVED BY:** T. Seip**SECONDED BY:** B. Vodden

*THAT the Council of the Township of North Huron hereby accept the preliminary report, dated June 23, 2016 and hereby give instruction to J.R. Dickson, of R.J. Burnside & Associates Limited, to prepare a report under Section 4 of the Drainage Act R.S.O. 1990 Chapter D 17, to provide drainage for Lot 42 North ½ Concession 10, East Wawanosh; Lot 42 North ½ Concession 11, East Wawanosh; and Lot 42 and Part of Lot 41 South ½ of Concession 10, East Wawanosh.*

**CARRIED****5. CONFIRMATORY BY-LAW**

- 5.1 By-law No. 70-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

**M414/16****MOVED BY:** T. Seip**SECONDED BY:**

*THAT By-law 70-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first and second time.*

**CARRIED**

**M415/16**

**MOVED BY:** B. Vodden

**SECONDED BY:** J. Campbell

*THAT By-law 70-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.*

**CARRIED**

**6. ADJOURNMENT**

**M416/16**

**MOVED BY:** T. Seip

**SECONDED BY:** Y. Ritsema-Teeninga

*THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 6:05 pm.*

**CARRIED**

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Neil Vincent, Reeve

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Kathy Adams, Clerk



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Kathy Adams, Clerk  
**DATE:** 02/08/2016  
**SUBJECT:** Clerk's Department Update  
**ATTACHMENTS:** None

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receives the August 2, 2016 report of the Clerk's Department activities for information purposes.

## **EXECUTIVE SUMMARY**

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

## **DISCUSSION**

### **1. Administration**

Preparation of agenda, minutes and by-laws in eSCRIBE for meetings and posting on website.

Processing planning applications and zoning application requests from lawyers for property transactions.

Processing invoices and contracts for purchase of plots and services in Cemeteries.

Update of TOMRMS manual with latest revisions.

Municipal Night at the Blyth Festival was held June 28, 2016. The Township of North Huron were host to 151 guests, 79 from eight neighbouring Counties, as well as 72 of our own Council and Staff. The evening began with a reception in the Theatre's Lower Hall, followed by a very entertaining performance of "The Birds and the Bees". Many thanks and expressions of appreciation were received by those attending the evening.

At the June 20, 2016 Regular Council Meeting, Council passed By-law No. 62-2016 authorizing the Reeve and Clerk to sign a rental agreement between the Township of North Huron and Ricoh Canada Inc. for photocopier devices. Due to the timing of the initial staff report and subsequent By-law approval, the stock level for the C3003 model destined for the Town Hall front office has been depleted. Ricoh Canada Inc. has offered an upgraded model (C3004) as a replacement with no changes to the terms of the contract. A revised contract with the only change being the model number C3003 replaced with C3004 was signed by the Reeve and Clerk in order to expedite the process of acquiring these much needed replacement devices.

### **2. Building/Property Standards/By-law Enforcement**

For the month of July -

Last year 18 permits issued - this year 7 permits.

Last year 3 dwelling units created - this year 1 dwelling unit.

Last year's permit value \$1,267,500. - this year \$528,000.

Last year permit fees for the month \$12,037. - this year \$4,756.

This report is to the 26th day of July/2016 and does not include 4 tent permits issued and 5 pending building permits.

### 2015 to 2016 year to date comparison -

Total permits issued 61 last year 53 current year.

Total dwelling units 3 created last year 3 created this year and one to be issued.

Permit value \$3,485,200. last year \$8,747,696. this year.

Permit fees \$38,804. last year \$36,685. this year.

Two individuals have been dealt with for building without a permit this month.

Two dog complaints investigated.

Currently three property standards issues being investigated.

One major violation under the exotic animal bylaw and zoning by-law infraction currently being investigated.

### **3. Child Care Services**

#### General

We are extremely full this summer.

We are finding it challenging to schedule staff to ensure everyone gets vacation.

We have submitted our license renewals for all our programs for September.

Licence costs have increased from \$10.00 to \$140.00 for Day Care, \$170.00 for Maitland River and \$120.00 for Early Learning (Sacred Heart).

Phase two of Early Learning and Care Act should be passed in August 2016. I am trying to read, learn and implement more new changes. All the changes are making it more difficult to meet license requirements. Hopefully all will go well in September.

#### Day Care

We are operating with 8-10/10 infants, 23/25toddlers and 32/32 preschoolers.

We are already full in infants for September and have parents putting their children on wait lists for February and March 2017.

Usually in summer we drop to about half our regular numbers. This is a big summer.

Our new Clerical Assistant is organizing and reviewing accounts. It is a very big job. Hopefully accounts will be going out regularly and in good order.

With new legislation I have had to develop new tools for tracking first aid and criminal records.

We are hoping this goes smoothly. We are now required to have a Criminal Record and Vulnerable screen every five years. We are required to sign an annual declaration within two weeks of date of the original CRV.

All persons working in the Centre must have First aid and CRV.

#### Early Learning Site

We will have a steady group of 16 at this location all summer.

#### Before & After School – Maitland River

Finished for the summer and attendance is looking steady for the fall.

#### Before & After School – Sacred Heart

Finished for the summer. Fall attendance looks good.

Early Years

Offering outdoor summer programs in several communities.

**4. Health & Safety**

Health and Safety policy review.

Risk assessments with assistance from Morris-Turnberry and Shared Services staff.

**5. Information Technology**

Co-ordinated installation of wireless bridge equipment to link North Huron and Morris-Turnberry offices.

Working with Recreation staff and vendors of online registration software to determine requirements and suitability of their platforms.

Prepared computer for new Chief Building Official.

Working on rewiring of network at Morris-Turnberry office.

Various website updates including the addition of new pages and an online fillable service request form for Public Works.

**FINANCIAL IMPACT**

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

**FUTURE CONSIDERATIONS**

Not items for future consideration.

**RELATIONSHIP TO STRATEGIC PLAN**

The Clerk's Department is fiscally responsible and strives for operational excellence.

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Kathy Adams, Clerk

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Sharon Chambers, CAO

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 043170 Date 20/07/2016 Amount 3,231.00</b>					
004524	WATSON RICHARD DONALD	359 SUMMIT DRIVE	20/07/2016	OVERPAYMENT OF TAXES	3,231.00
				Invoice Count 1 Total	3,231.00
<b>Cheque 043171 Date 25/07/2016 Amount 137.53</b>					
000119	CARSWELL	7987995	25/07/2016	ADMIN-EMPLOYEE POLICIES	137.53
				Invoice Count 1 Total	137.53
<b>Cheque 043172 Date 27/07/2016 Amount 1,170.45</b>					
003310	CIBC MORTGAGES	7968265.1	27/07/2016	TAXES ON PROPERTY NOT II	1,170.45
				Invoice Count 1 Total	1,170.45
<b>Cheque 043173 Date 28/07/2016 Amount 3,535.77</b>					
004178	3M COGENT INC	315908	27/07/2016	POLICE- CARDSCAN SOFTW/	3,535.77
				Invoice Count 1 Total	3,535.77
<b>Cheque 043174 Date 28/07/2016 Amount 400.29</b>					
004204	A & G GRAPHICS	2068	28/07/2016	AQUATICS- SIGNS	400.29
				Invoice Count 1 Total	400.29
<b>Cheque 043175 Date 28/07/2016 Amount 322.63</b>					
002999	ABC RECREATION LTD	30411	27/07/2016	PARKS W- SPLASHPAD REPA	322.63
				Invoice Count 1 Total	322.63
<b>Cheque 043176 Date 28/07/2016 Amount 845.77</b>					
000925	AQUAM SPECIALISTE AQUATIQUE	237202	27/07/2016	AQUATIC MATERIALS & SUPP	192.63
000925	AQUAM SPECIALISTE AQUATIQUE	237766	27/07/2016	AQUATICS- SPINEBOARD	653.14
				Invoice Count 2 Total	845.77
<b>Cheque 043177 Date 28/07/2016 Amount 772.92</b>					
000073	B M ROSS AND ASSOCIATES LTD	11411	27/07/2016	REVIEW SITE PLAN	772.92
				Invoice Count 1 Total	772.92
<b>Cheque 043178 Date 28/07/2016 Amount 174.59</b>					
004525	BALAKLAVA AUDIO	13184	27/07/2016	COMPLEX- REPAIR TO EQUIF	174.59
				Invoice Count 1 Total	174.59
<b>Cheque 043179 Date 28/07/2016 Amount 60.73</b>					
000044	BARB BLACK	7-15-2016	27/07/2016	COUNCIL-RECEPTION SUPPL	60.73
				Invoice Count 1 Total	60.73
<b>Cheque 043180 Date 28/07/2016 Amount 1,061.95</b>					
000065	BLYTH DECOR SHOPPE	7-10-2016	27/07/2016	LIBRARY B- AUGUST RENT	1,061.95
				Invoice Count 1 Total	1,061.95

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 043181 Date 28/07/2016 Amount 375.07</b>					
003692	BOOKSTORE - ANNEX PUBLISHING & F	IN56408	27/07/2016	FIRE- FIRE INSPECTION COD	375.07
				Invoice Count 1 Total	375.07
<b>Cheque 043182 Date 28/07/2016 Amount 312.83</b>					
003216	BRAMHILL TRUCK CENTRE	167628	27/07/2016	ROADS - FILTER	85.36
003216	BRAMHILL TRUCK CENTRE	167619	27/07/2016	ROADS -BRAKE&CORROSION	227.47
				Invoice Count 2 Total	312.83
<b>Cheque 043183 Date 28/07/2016 Amount 33.04</b>					
004332	BRANDI BURCHILL HAYTER	7-18-2016	27/07/2016	DAY CARE SUPPLIES	33.04
				Invoice Count 1 Total	33.04
<b>Cheque 043184 Date 28/07/2016 Amount 96.05</b>					
004526	BRENDA QUIPP	7-15-2016	27/07/2016	DAY CARE - POSTAGE	96.05
				Invoice Count 1 Total	96.05
<b>Cheque 043185 Date 28/07/2016 Amount 1,924.22</b>					
003997	CDW CANADA INC	DRC1669	27/07/2016	SS - WATCHGUARD FIREBOX	543.44
003997	CDW CANADA INC	DQJ5538	27/07/2016	SS-ADOBE ACROBAT PRO	1,380.78
				Invoice Count 2 Total	1,924.22
<b>Cheque 043186 Date 28/07/2016 Amount 104.60</b>					
001770	CHRISTINA STEPLOCK	410064	27/07/2016	REFUND COURSE	104.60
				Invoice Count 1 Total	104.60
<b>Cheque 043187 Date 28/07/2016 Amount 301.91</b>					
001837	CJ JOHNSTON OFFICE SOLUTIONS	132578c	27/07/2016	POLICE- PRINTER CARTRIDG	301.91
				Invoice Count 1 Total	301.91
<b>Cheque 043188 Date 28/07/2016 Amount 200.00</b>					
004527	CODY BERRY	7-5-2016	27/07/2016	AIRPORT - REMOVE INSULAT	200.00
				Invoice Count 1 Total	200.00
<b>Cheque 043189 Date 28/07/2016 Amount 20.00</b>					
003278	COLLEGE OF EARLY CHILDHOOD EDU	27255 2016	28/07/2016	DC-MEMBERSHIP RENEWAL	20.00
				Invoice Count 1 Total	20.00
<b>Cheque 043190 Date 28/07/2016 Amount 8,614.17</b>					
000585	COMPASS MINERALS CANADA	72533303	27/07/2016	ROADS - WINTER SALT	8,614.17
				Invoice Count 1 Total	8,614.17
<b>Cheque 043191 Date 28/07/2016 Amount 31.22</b>					

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004528	DALTON RICHMOND	409126	27/07/2016	REFUND COURSE - REC	31.22
				Invoice Count 1 Total	31.22
		<b>Cheque 043192</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>1,126.29</b>
000885	DEAN'S VALU-MART	07*16	27/07/2016	ROADS - WATER	18.80
000885	DEAN'S VALU-MART	642-4694	27/07/2016	DAY CAMPS DISH SOAP	4.51
000885	DEAN'S VALU-MART	642-3993	27/07/2016	DAY CAMPS- SUPPLIES	9.56
000885	DEAN'S VALU-MART	642-0405	27/07/2016	DAY CAMPS- FOOD SUPPLIE	134.21
000885	DEAN'S VALU-MART	641-8470	27/07/2016	EL-FOOD SUPPLIES	30.39
000885	DEAN'S VALU-MART	641-5446	27/07/2016	EL- FOOD SUPPLIES	137.54
000885	DEAN'S VALU-MART	641-9503	27/07/2016	DC- FOOD SUPPLIES	281.54
000885	DEAN'S VALU-MART	641-5632	27/07/2016	DAY CARE FOOD SUPPLIES	105.57
000885	DEAN'S VALU-MART	641-8316	27/07/2016	DAY CARE FOOD SUPPLIES	295.07
000885	DEAN'S VALU-MART	641-6690	27/07/2016	EL- FOOD SUPPLIES	109.10
				Invoice Count 10 Total	1,126.29
		<b>Cheque 043193</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>939.60</b>
000186	DELTA ELEVATOR COMPANY LTD	9144950	27/07/2016	TOWN HALL ELEVATOR MAIN	470.41
000186	DELTA ELEVATOR COMPANY LTD	9144951	27/07/2016	COMPLEX-ELEVATOR MAINT	469.19
				Invoice Count 2 Total	939.60
		<b>Cheque 043194</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>1,137.76</b>
000196	DONEGAN'S HAULAGE (2010) LIMITED	143898	27/07/2016	ROADS - WINTER SAND	1,137.76
				Invoice Count 1 Total	1,137.76
		<b>Cheque 043195</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>147.14</b>
001590	G & K SERVICES CANADA INC.	1518577325	27/07/2016	ARENA B- MATS	147.14
				Invoice Count 1 Total	147.14
		<b>Cheque 043196</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>669.05</b>
000237	GEORGIAN BAY FIRE & SAFETY LTD	703904	27/07/2016	MEM HALL- FIRE INSPECTIO	669.05
				Invoice Count 1 Total	669.05
		<b>Cheque 043197</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>289.77</b>
000249	GREEN'S MEAT MARKET	10638	27/07/2016	DAY CARE MEAT SUPPLIES	289.77
				Invoice Count 1 Total	289.77
		<b>Cheque 043198</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>67.80</b>
000824	HARV BERNARD BUCKET TRUCK SER\	416857	27/07/2016	PARKS B- GRIND STUMP	67.80
				Invoice Count 1 Total	67.80
		<b>Cheque 043199</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>83.62</b>
004508	HOUSE OF BLOOM	100000130	28/07/2016	FLOWERS FOR RECEPETION	83.62
				Invoice Count 1 Total	83.62
		<b>Cheque 043200</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>397.02</b>
000286	HURON TRACTOR	B11961	27/07/2016	ROADS - XLINE	21.70

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000286	HURON TRACTOR	B12058	27/07/2016	ROADS - FITTING, HOSE	48.82
000286	HURON TRACTOR	B12330	27/07/2016	ROADS - VBELT, BLADE	243.20
000286	HURON TRACTOR	B13257	27/07/2016	ROADS-FILTERS	80.25
000286	HURON TRACTOR	LATECH 6-27-2016	28/07/2016	LATE CHARGES	3.05
				Invoice Count	5 Total 397.02
<b>Cheque 043201</b>		<b>Date 28/07/2016</b>	<b>Amount 102.00</b>		
003124	JIM RENWICK	7-13-2016	27/07/2016	ANIMAL CONTROL- INSPECT	102.00
				Invoice Count	1 Total 102.00
<b>Cheque 043202</b>		<b>Date 28/07/2016</b>	<b>Amount 452.00</b>		
000315	JIM SHAW	13	27/07/2016	ROADS - BULLDOZING	452.00
				Invoice Count	1 Total 452.00
<b>Cheque 043203</b>		<b>Date 28/07/2016</b>	<b>Amount 25.71</b>		
000322	JOE KERR LTD	W46133	27/07/2016	ROADS - REPAIR VHT07-08	25.71
				Invoice Count	1 Total 25.71
<b>Cheque 043204</b>		<b>Date 28/07/2016</b>	<b>Amount 89.63</b>		
004355	KATHLEEN STENNETT	7-20-2016	27/07/2016	MUSEUM- DAYCAMP SUPPLII	9.04
004355	KATHLEEN STENNETT	7-14-2016	27/07/2016	MUSEUM- DAY CAMP SUPPLI	62.14
004355	KATHLEEN STENNETT	7-21-2016	27/07/2016	MUSEUM- MILEAGE	18.45
				Invoice Count	3 Total 89.63
<b>Cheque 043205</b>		<b>Date 28/07/2016</b>	<b>Amount 1,395.71</b>		
000352	KITSUPPLY	136674	27/07/2016	DAY CARE JANITORIAL SUPP	234.71
000352	KITSUPPLY	136655	27/07/2016	DAY CARE JANITORIAL SUPP	44.67
000352	KITSUPPLY	136667	28/07/2016	ESTC/CAMPGROUND B JANIT	1,116.33
				Invoice Count	3 Total 1,395.71
<b>Cheque 043206</b>		<b>Date 28/07/2016</b>	<b>Amount 776.82</b>		
000364	LAVIS CONTRACTING CO LTD	P-240-00002198	27/07/2016	RDS - COLD MIX	166.40
000364	LAVIS CONTRACTING CO LTD	P-240-00002222	27/07/2016	ROADS - COLD MIX	610.42
				Invoice Count	2 Total 776.82
<b>Cheque 043207</b>		<b>Date 28/07/2016</b>	<b>Amount 38,271.46</b>		
003506	LESLIE MOTORS LTD	7-19-2016	27/07/2016	POLICE- 2017 POLICE INTERC	38,271.46
				Invoice Count	1 Total 38,271.46
<b>Cheque 043208</b>		<b>Date 28/07/2016</b>	<b>Amount 259.00</b>		
000372	LIFESAVING SOCIETY	141943	27/07/2016	AQUATICS- FIRST AID/CPR	111.00
000372	LIFESAVING SOCIETY	141944	27/07/2016	AQUATICS- FIRST AID/CPR	148.00
				Invoice Count	2 Total 259.00
<b>Cheque 043209</b>		<b>Date 28/07/2016</b>	<b>Amount 1,200.00</b>		

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000427	MINISTER OF FINANCE	7-19-2016	28/07/2016	25 MARRIAGE LICENCES	1,200.00
				Invoice Count 1 Total	1,200.00
<b>Cheque 043210 Date 28/07/2016 Amount 430.00</b>					
004107	MINISTER OF FINANCE	0006551 - 2016	28/07/2016	BEFORE& AFTER LICENCE R	170.00
004107	MINISTER OF FINANCE	0004149 -2016	28/07/2016	EL - LICENCE RENEWAL	120.00
004107	MINISTER OF FINANCE	02865-2016	28/07/2016	DAY CARE LICENCE RENEW/	140.00
				Invoice Count 3 Total	430.00
<b>Cheque 043211 Date 28/07/2016 Amount 1,154.30</b>					
003728	MONTGOMERY BUS LINES	108415	27/07/2016	REC DAY CAMP-TRANSPORT	1,154.30
				Invoice Count 1 Total	1,154.30
<b>Cheque 043212 Date 28/07/2016 Amount 5,309.29</b>					
000123	MUNICIPALITY OF CENTRAL HURON	92667	27/07/2016	BLYTH LANDFILL EXPENSES	5,309.29
				Invoice Count 1 Total	5,309.29
<b>Cheque 043213 Date 28/07/2016 Amount 97.18</b>					
001325	NEW-LIFT HYDRAULICS LIMITED	53911	27/07/2016	ROADS-VITON SHAFT SEAL	97.18
				Invoice Count 1 Total	97.18
<b>Cheque 043214 Date 28/07/2016 Amount 142.38</b>					
000498	ORKIN CANADA CORPORATION	IN-7068304	27/07/2016	LANDFILL-PEST CONTROL	142.38
				Invoice Count 1 Total	142.38
<b>Cheque 043215 Date 28/07/2016 Amount 398.83</b>					
003420	RADFORD GROUP LTD	June Statement	27/07/2016	ROADS - JUNE FUEL	177.48
003420	RADFORD GROUP LTD	June 2016 Statement	27/07/2016	CAMPGROUND B- FUEL	221.35
				Invoice Count 2 Total	398.83
<b>Cheque 043216 Date 28/07/2016 Amount 1,217.70</b>					
002355	ROBERT'S FARM EQUIPMENT	S12039	27/07/2016	ROADS - KUBOTA MOWER RI	1,217.70
				Invoice Count 1 Total	1,217.70
<b>Cheque 043217 Date 28/07/2016 Amount 25.00</b>					
004289	ROYAL CANADIAN MOUNTED POLICE	1800000979	27/07/2016	POLICE FINGERPRINT SEAR	25.00
				Invoice Count 1 Total	25.00
<b>Cheque 043218 Date 28/07/2016 Amount 169.50</b>					
003309	ROYAL LEPAGE HEARTLAND REALTY,	7-25-2016	27/07/2016	PROPERTY VALUATION	169.50
				Invoice Count 1 Total	169.50
<b>Cheque 043219 Date 28/07/2016 Amount 11.77</b>					
000569	SCRIMGEOUR'S FOOD MARKET	03011478390	27/07/2016	ESTC- FOOD SUPPLIES	11.77
				Invoice Count 1 Total	11.77

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 043220</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>1,092.15</b>	
004330	SEPOY WIRING	9159	27/07/2016	DAY CARE- SWITCHES/RECE	254.92
004330	SEPOY WIRING	9086	27/07/2016	ARENA B- TROPHY CASE LIG	203.40
004330	SEPOY WIRING	9120	27/07/2016	LIBRARY POT LIGHT SOCKET	228.16
004330	SEPOY WIRING	9171	27/07/2016	BLYTH ARENA- MOTOR	405.67
			Invoice Count	4	Total 1,092.15
<b>Cheque 043221</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>52.65</b>	
004347	SHAELIN GREEN	7-22-2016	27/07/2016	EC DEV- JUNE/JULY MILEAGE	52.65
			Invoice Count	1	Total 52.65
<b>Cheque 043222</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>169.50</b>	
000586	SKEOCH BUSINESS EQUIP. LTD	1000016287	27/07/2016	ADMIN-COPIER RENTAL	169.50
			Invoice Count	1	Total 169.50
<b>Cheque 043223</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>2,160.40</b>	
000595	SPECTRUM COMMUNICATIONS LTD	747662	27/07/2016	SS-CONFI&INSTALL REDLINE	2,160.40
			Invoice Count	1	Total 2,160.40
<b>Cheque 043224</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>172.55</b>	
002814	STRONGCO EQUIPMENT	90253349	27/07/2016	GASKET	3.11
002814	STRONGCO EQUIPMENT	90253350	27/07/2016	RDS - V BELT	84.72
002814	STRONGCO EQUIPMENT	90252796	27/07/2016	RDS - V BELT	42.36
002814	STRONGCO EQUIPMENT	90252221	27/07/2016	RDS - V BELT	42.36
			Invoice Count	4	Total 172.55
<b>Cheque 043225</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>175.15</b>	
000620	SWAN DUST CONTROL LTD	3650250	27/07/2016	POLICE- MATS/MOPS	35.26
000620	SWAN DUST CONTROL LTD	3650238	27/07/2016	COMPLEX MATS/MOPS	139.89
			Invoice Count	2	Total 175.15
<b>Cheque 043226</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>1,535.67</b>	
000632	TEESWATER CONCRETE LTD	60481	27/07/2016	ROADS-QUARRY STONE	1,535.67
			Invoice Count	1	Total 1,535.67
<b>Cheque 043227</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>339.00</b>	
003037	THE INFORMATION PROFESSIONALS	7-2-2016	28/07/2016	ADMIN- RECORDS RETENTIC	339.00
			Invoice Count	1	Total 339.00
<b>Cheque 043228</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>109.61</b>	
003532	TRULY NOLEN	25403	27/07/2016	TOWN HALL PEST CONTROL	109.61
			Invoice Count	1	Total 109.61
<b>Cheque 043229</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>50.74</b>	

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000880	TURNBERRY SALES & SERVICE	619521	27/07/2016	PARKS W- REPAIR LAWNMO\	50.74
				Invoice Count 1 Total	50.74
<b>Cheque 043230</b>		<b>Date 28/07/2016</b>	<b>Amount 15,047.11</b>		
002877	VANDRIEL EXCAVATING INC.	24080	27/07/2016	ROADS-GRASS CUTTING	15,047.11
				Invoice Count 1 Total	15,047.11
<b>Cheque 043231</b>		<b>Date 28/07/2016</b>	<b>Amount 900.61</b>		
004421	WESLEY RILEY CONTRACTING COMPA	4261	27/07/2016	RD-PLACING WINTER SAND	900.61
				Invoice Count 1 Total	900.61
<b>Cheque 043232</b>		<b>Date 28/07/2016</b>	<b>Amount 113.00</b>		
000704	WINGHAM COLUMBUS CENTRE	1103	27/07/2016	DRAINAGE MEETING	113.00
				Invoice Count 1 Total	113.00
<b>Cheque 043233</b>		<b>Date 28/07/2016</b>	<b>Amount 19.92</b>		
002081	WINGHAM FOODLAND	725-600-21	28/07/2016	EL- SUPPLIES	19.92
				Invoice Count 1 Total	19.92
<b>Report Total</b>					<b>102,051.13</b>

# Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 004678 Date 19/07/2016 Amount 20,000.00</b>					
000035	AVON MAITLAND DISTRICT	12	19/07/2016	DEVELOPMENT AGREEMENT	20,000.00
				Invoice Count 1 Total	20,000.00
<b>Cheque 004679 Date 19/07/2016 Amount 63.28</b>					
000100	CANADA POST CORPORATION	9596394171	19/07/2016	EPOST CHARGES	63.28
				Invoice Count 1 Total	63.28
<b>Cheque 004680 Date 19/07/2016 Amount 630.43</b>					
004472	ENGLOBE CORP	900197763	19/07/2016	CONSTRUCTION TESTING	630.43
				Invoice Count 1 Total	630.43
<b>Cheque 004681 Date 19/07/2016 Amount 4.35</b>					
000520	PUROLATOR COURIER LTD	431592290 W	19/07/2016	COURIER XTERRA CHEQUE	4.35
				Invoice Count 1 Total	4.35
<b>Cheque 004682 Date 19/07/2016 Amount 8,591.09</b>					
002512	TOWNSHIP OF NORTH HURON	51500	19/07/2016	JUNE WAGES/BENEFITS	8,591.09
				Invoice Count 1 Total	8,591.09
<b>Cheque 004683 Date 19/07/2016 Amount 148,525.49</b>					
000897	TOWNSHIP OF NORTH HURON SEWER	51520	19/07/2016	MAY/JUNE SEWER BILLING	148,525.49
				Invoice Count 1 Total	148,525.49
<b>Cheque 004684 Date 19/07/2016 Amount 35,312.50</b>					
004523	VEOLIA WATER NORTH AMERICA	59368	19/07/2016	MAY SERVICES	35,312.50
				Invoice Count 1 Total	35,312.50
<b>Cheque 004685 Date 19/07/2016 Amount 104,234.62</b>					
004513	XTERRA CONSTRUCTION INC	300037113 (2)	19/07/2016	PAYMENT CERTIFICATE 2	104,234.62
				Invoice Count 1 Total	104,234.62
				Report Total	317,361.76

# Accounts Payable

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

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 003306 Date 19/07/2016 Amount 30,000.00</b>					
000035	AVON MAITLAND DISTRICT	13	19/07/2016	DEVELOPMENT AGREEMENT	30,000.00
				Invoice Count 1	Total 30,000.00
<b>Cheque 003307 Date 19/07/2016 Amount 164.09</b>					
003224	HURONTEL	2230 01/07	19/07/2016	SEWAGE PUMPING STATION	96.35
003224	HURONTEL	4293 01/07	19/07/2016	SEWAGE TREATMENT PLAN	67.74
				Invoice Count 2	Total 164.09
<b>Cheque 003308 Date 19/07/2016 Amount 54.90</b>					
000322	JOE KERR LTD	17692	19/07/2016	GRANULAR B	54.90
				Invoice Count 1	Total 54.90
<b>Cheque 003309 Date 19/07/2016 Amount 1,147.20</b>					
002512	TOWNSHIP OF NORTH HURON	51293	19/07/2016	MAY SEWER OMERS	1,147.20
				Invoice Count 1	Total 1,147.20
<b>Cheque 003310 Date 19/07/2016 Amount 97.23</b>					
002697	TUCKERSMITH COMMUNICATIONS	01/07 4466	19/07/2016	BLYTH SEWAGE PLANT	97.23
				Invoice Count 1	Total 97.23
<b>Cheque 003311 Date 19/07/2016 Amount 23,541.66</b>					
004523	VEOLIA WATER NORTH AMERICA	59368 (s)	19/07/2016	MAY SERVICES	23,541.66
				Invoice Count 1	Total 23,541.66
				<b>Report Total</b>	<b>55,005.08</b>

# Accounts Payable

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

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 000436 Date 22/07/2016 Amount 779.43</b>					
003295	GLOBAL PAYMENTS	3042	22/07/2016	REC CREDIT/DEBIT FEES	665.88
003295	GLOBAL PAYMENTS	4727	22/07/2016	ADMIN OFFICE DEBIT FEES	80.21
003295	GLOBAL PAYMENTS	27806	22/07/2016	LANDFILL DEBIT MACHINE FE	33.34
Invoice Count 3 Total					779.43
<b>Cheque 000438 Date 18/07/2016 Amount 1,569.59</b>					
000294	HYDRO ONE NETWORKS INC	June 2016-8593	18/07/2016	81.1866 KWH- ESTC PROGRA	54.91
000294	HYDRO ONE NETWORKS INC	June 2016 - 8056	18/07/2016	4317.28 KWH-ESTC/FIREHALL	1,028.76
000294	HYDRO ONE NETWORKS INC	June 2016-1532	18/07/2016	53 KWH- CEMETERY W	46.01
000294	HYDRO ONE NETWORKS INC	June 2016-3023	18/07/2016	1779.4698 KWH AIRPORT	439.91
Invoice Count 4 Total					1,569.59
<b>Cheque 000439 Date 18/07/2016 Amount 1,834.66</b>					
000657	TOWNSHIP OF NORTH HURON WATER	156129	18/07/2016	152 M3- ARENA/HALL B WAT/	547.92
000657	TOWNSHIP OF NORTH HURON WATER	155598	18/07/2016	COMPLEX WATER/SEWER	689.61
000657	TOWNSHIP OF NORTH HURON WATER	155604	29/06/2016	821 SPRINKLER PK- WATER/S	500.76
000657	TOWNSHIP OF NORTH HURON WATER	155605	18/07/2016	58 M3- DAY CARE WATER/SE	96.37
Invoice Count 4 Total					1,834.66
<b>Cheque 000440 Date 19/07/2016 Amount 255.68</b>					
000294	HYDRO ONE NETWORKS INC	June 2016-1693	19/07/2016	538 KWH- HUTTON ST LIGHT	145.36
000294	HYDRO ONE NETWORKS INC	June 2016-8480	19/07/2016	396 KWH- AUBURN ST LIGHT	110.32
Invoice Count 2 Total					255.68
<b>Cheque 000441 Date 20/07/2016 Amount 1,829.03</b>					
003224	HURONTEL	July 2016-10886810	20/07/2016	TOWN HALL TELEPHONE/INT	648.09
003224	HURONTEL	July 2016-10886812	20/07/2016	COMPLEX- TELEPHONE INTE	329.05
003224	HURONTEL	July 2016-10885850	20/07/2016	CELL PHONE- CONNIE GOOD	76.27
003224	HURONTEL	July 2016-10886818	20/07/2016	FIRE W- TELEPHONE/INTERN	154.14
003224	HURONTEL	July 2016-10886813	20/07/2016	EARLY YEARS- TELEPHONE/I	158.04
003224	HURONTEL	July 2016-10886860	20/07/2016	ROADS- TELEPHONE/INTERN	97.03
003224	HURONTEL	July 2016-10886858	20/07/2016	POLICE TELEPHONE/INTERN	238.79
003224	HURONTEL	July 2016-10886861	20/07/2016	MUSEUM TELEPHONE	30.87
003224	HURONTEL	July 2016-10886815	20/07/2016	AIRPORT TELEPHONE/INTER	96.75
Invoice Count 9 Total					1,829.03
<b>Cheque 000442 Date 25/07/2016 Amount 28.45</b>					
003329	EASTLINK	01043638	25/07/2016	EL- TELPHONE	28.45
Invoice Count 1 Total					28.45
<b>Cheque 000443 Date 25/07/2016 Amount 1,475.49</b>					
000294	HYDRO ONE NETWORKS INC	June 2016-7867	25/07/2016	144.79 KWH- 850 JOSEPHINE	63.19
000294	HYDRO ONE NETWORKS INC	June 2016-8882	25/07/2016	896 KWH- BELGRAVE ST LIG	240.35
000294	HYDRO ONE NETWORKS INC	June 2016-8461	25/07/2016	231 KWH- AIRPORT LIGHTS	66.14
000294	HYDRO ONE NETWORKS INC	June 2016-0983	25/07/2016	2240 KWH- # 8 CAMP ENTRA	919.81

# Accounts Payable

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

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000294	HYDRO ONE NETWORKS INC	June 2016-1401	25/07/2016	662.6382 KWH- 39498 BELGR	186.00
				Invoice Count 5 Total	1,475.49
		<b>Cheque 000444</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>269.71</b>
002697	TUCKERSMITH COMMUNICATIONS	July 2016-11283708	25/07/2016	ESTC- TELEPHONE/INTERNE	60.55
002697	TUCKERSMITH COMMUNICATIONS	July 2016-11283710	25/07/2016	BLYTH PUBLIC WORKS TELE	111.62
002697	TUCKERSMITH COMMUNICATIONS	July 2016-11283616	25/07/2016	ARENA/HALL B/MEM HALL PH	97.54
				Invoice Count 3 Total	269.71
		<b>Cheque 000445</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>80.49</b>
000052	BELL CANADA	7-1-2016	25/07/2016	POLICE- TELEPHONE	80.49
				Invoice Count 1 Total	80.49
		<b>Cheque 000446</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>379.39</b>
000053	BELL MOBILITY	7-8-2016	25/07/2016	POLICE CELL PHONES	379.39
				Invoice Count 1 Total	379.39
		<b>Cheque 000447</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>19,073.13</b>
003888	EQUITABLE LIFE OF CANADA	8-1-2016	25/07/2016	AUGUST 2016 PREMIUM	19,073.13
				Invoice Count 1 Total	19,073.13
		<b>Cheque 000448</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>1,435.06</b>
004311	TELUS	6-30-2016	25/07/2016	CELL PHONES	1,435.06
				Invoice Count 1 Total	1,435.06
		<b>Cheque 000449</b>	<b>Date 25/07/2016</b>	<b>Amount</b>	<b>11,620.89</b>
000721	W S I B	June 2016	25/07/2016	JUNE 2016 PREMIUM	11,620.89
				Invoice Count 1 Total	11,620.89
		<b>Cheque 000450</b>	<b>Date 26/07/2016</b>	<b>Amount</b>	<b>73,159.32</b>
000473	OMERS	6-30-2016	26/07/2016	JUNE REMITTANCE	73,159.32
				Invoice Count 1 Total	73,159.32
		<b>Cheque 000451</b>	<b>Date 27/07/2016</b>	<b>Amount</b>	<b>387.65</b>
000294	HYDRO ONE NETWORKS INC	June 2016-6627	27/07/2016	198.85 KWH- 429 MILL STREE	82.32
000294	HYDRO ONE NETWORKS INC	June 2016-7304	27/07/2016	122.2782 KWH- 423 MILL ST	63.04
000294	HYDRO ONE NETWORKS INC	June 2016-2950	27/07/2016	250.788 KWH- 435 QUEEN ST	92.40
000294	HYDRO ONE NETWORKS INC	June 2016-4071	27/07/2016	363.8964 KWH- 377 GYPSY LA	115.35
000294	HYDRO ONE NETWORKS INC	June 2016-4633	27/07/2016	.0958 KWH- 377 GYPSY OTH	34.54
				Invoice Count 5 Total	387.65
		<b>Cheque 000452</b>	<b>Date 28/07/2016</b>	<b>Amount</b>	<b>6,090.70</b>
000687	WESTARIO POWER INC.	300222175	28/07/2016	8701.77KWH- TOWN HALL/PO	1,624.53
000687	WESTARIO POWER INC.	2103378587	28/07/2016	2197.95 KWH- LIBRARY	446.00
000687	WESTARIO POWER INC.	2103378603	28/07/2016	1714.976 KWH- VIC & JOS ST	298.67
000687	WESTARIO POWER INC.	2103378602	28/07/2016	708.02 KWH- JOS ST ST LIGH	167.42
000687	WESTARIO POWER INC.	2103378604	28/07/2016	1110.206 KWH- ALF & JOS ST	203.66

# Accounts Payable

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

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount	
000687	WESTARIO POWER INC.	2103378563	28/07/2016	322.54 KWH- 250 JOHN ST LT	80.74	
000687	WESTARIO POWER INC.	2103378590	28/07/2016	250.94 KWH- JOS ST LIGHTS	69.08	
000687	WESTARIO POWER INC.	2103378529	28/07/2016	998.87 KWH- 445 JOSEPHINE	214.66	
000687	WESTARIO POWER INC.	2103378536	28/07/2016	425.018 KWH- CRUICKSHANK	110.26	
000687	WESTARIO POWER INC.	2103378528	28/07/2016	1261.04 KWH- FIREHALL W	255.19	
000687	WESTARIO POWER INC.	2103378580	28/07/2016	5121.55 KWH- 166 JOHN ST	939.51	
000687	WESTARIO POWER INC.	2103378573	28/07/2016	4240.436 KWH-DAY CARE	816.08	
000687	WESTARIO POWER INC.	2103378586	28/07/2016	46 KWH- PUMP HOUSE	37.99	
000687	WESTARIO POWER INC.	2103378523	28/07/2016	2656 KWH- MUSEUM	595.04	
000687	WESTARIO POWER INC.	2103378599	28/07/2016	640 KWH- BALL PARK	129.07	
000687	WESTARIO POWER INC.	2103378598	28/07/2016	411.03 KWH- SNACK BAR	102.80	
				Invoice Count	16 Total	6,090.70
<b>Cheque 000453</b>		<b>Date 28/07/2016</b>	<b>Amount</b>	<b>2,561.16</b>		
000594	SPARLINGS PROPANE	88250105433564	07/07/2016	ESTC- EQUIPMENT REPAIR	134.75	
000594	SPARLINGS PROPANE	88250005-1369	07/07/2016	900.4 L PROPANE- ARENA /H/	299.13	
000594	SPARLINGS PROPANE	88250005-3079	07/07/2016	2613.9 L PROPANE-ARENA/H/	868.39	
000594	SPARLINGS PROPANE	88250105-270246	28/07/2016	ESTC-FIRE PROPANE	1,258.89	
				Invoice Count	4 Total	2,561.16
					<b>Report Total</b>	<b>122,829.83</b>

**Accounts Payable**

INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Register - 15/07/2016

Invoice Payee Number	Invoice Number	Invoice Date	Invoice Type	Cheque Amount	Cheque Number
000657	TOWNSHIP OF NORTH HURON WATER				
MAY /JUNE 2016	WATER/SEWER TRAILER PARK	27/06/2016	I	284.72	000437
MAY JUNE 2016 DS	TRAILER DUMP STATION- WAT/SE	27/06/2016	I	172.36	000437
MAY JUNE 2016 LIB	LIBRARY WATER/SEWER	27/06/2016	I	172.36	000437
MAY JUNE 2016-SB	SNACK BAR- WATER/SEWER	27/06/2016	I	172.36	000437
MAY/JUNE 2016	WATER SEWER BLYTH WORKS SI	27/06/2016	I	172.36	000437
MAY/JUNE 2016 - CAMFB	CAMPGROUND- WATER/SEWER	27/06/2016	I	284.72	000437
MAY/JUNE 2016 ESTC	ESTC/FIREHALL B- WATER/SEWEI	27/06/2016	I	172.36	000437
MAY/JUNE 2016 MEM HMEMORIAL HALL	WATER/SEWER	27/06/2016	I	172.36	000437
MAY/JUNE 2016 PARK	RIVERSIDE PARK WATER/SEWER	27/06/2016	I	172.36	000437
				<u>Cheque Amount -</u>	<u>1,775.96</u>
				Cheque Run Total -	1,775.96

# Accounts Payable

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

Cheque Date 16/07/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
<b>Cheque 000376 Date 19/07/2016 Amount 96.13</b>					
000052	BELL CANADA	9942 01/07	19/07/2016	357-9942 MONTHLY ACCT	96.13
				Invoice Count 1	Total 96.13
<b>Cheque 000377 Date 19/07/2016 Amount 50.90</b>					
003924	GLOBAL PAYMENTS	5988	19/07/2016	DEBIT MACHINE FEES	50.90
				Invoice Count 1	Total 50.90
<b>Cheque 000378 Date 19/07/2016 Amount 703.22</b>					
003224	HURONTEL	01/07	19/07/2016	WINGHAM STANDPIPE	232.67
003224	HURONTEL	01/07 1818	19/07/2016	WELL 4 MONTHLY ACCT	289.87
003224	HURONTEL	01/07 1168	19/07/2016	WELL 3 MONTHLY ACCT	67.74
003224	HURONTEL	01/07 1173	19/07/2016	PUC BUILDING	112.94
				Invoice Count 4	Total 703.22
<b>Cheque 000379 Date 19/07/2016 Amount 86.53</b>					
002697	TUCKERSMITH COMMUNICATIONS	01/07	19/07/2016	BLYTH WATER PLANT	86.53
				Invoice Count 1	Total 86.53
<b>Cheque 000380 Date 19/07/2016 Amount 2,719.99</b>					
000687	WESTARIO POWER INC.	2103371457	19/07/2016	WELL 4 MAY USAGE	2,719.99
				Invoice Count 1	Total 2,719.99
<b>Cheque 000381 Date 19/07/2016 Amount 248.60</b>					
004311	TELUS	28900988 07	19/07/2016	531-0049 MONTHLY ACCT	62.15
004311	TELUS	0399 07	19/07/2016	531-0399 MONTHLY ACCT	62.15
004311	TELUS	0407 07	19/07/2016	531-0407 MONTHLY ACCT	62.15
004311	TELUS	0773 07	19/07/2016	531-0773 MONTHLY ACCT	62.15
				Invoice Count 4	Total 248.60
				Report Total	3,905.37



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Pat Newson, Director of Recreation and Facilities  
**DATE:** 02/08/2016  
**SUBJECT:** August Activity Report 2016  
**ATTACHMENTS:** Ontario 150 Grant Information Slides

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the Activity Report of the Director of Recreation and Facilities, dated August 2, 2016, for information purposes.

## **EXECUTIVE SUMMARY**

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

## **DISCUSSION**

### **Airport**

The Wingham Jet Rally was held July 22-24<sup>th</sup> at the Richard W. LeVan Airport. Record numbers of pilots and spectators attended the event. There were 72 pilots registered for the event and 240 cars parked on Saturday for spectators. Most of the pilots are not from the area, and spend 2-4 nights in local accommodations and eat in local establishments. The organizer estimates that \$80,000 is generated business for the region as a result of the participants of the event. The club appreciates the use of the Richard W. LeVan airport and the event has taken on a "life of its own" and is becoming more popular each year, according to organizer Blair Howkins.

### **Ontario 150**

The Ontario 150 Grant is the 2017 grant to mark the 150<sup>th</sup> anniversary of Canada and Ontario. The Director participated in a teleconference presentation about the program, and will be attending a presentation by Trillium in Goderich on August 3. The Director of Finance is also attending these information sessions. There are three components of the program:

- Community Celebration Program (submission deadline Sept 2)
- Partnership Program (submission deadline Sept 30)
- Capital Program (submission deadline (Sept 14)

The first two components are being administered through Grants Ontario, and the Capital Program is being administered through the Ontario Trillium Foundation and more details can be found on their respective web sites. The Township has received interest and suggestions from groups on applying or receiving support for applications for North Huron initiatives. Council will receive a staff report on the recommendations for this grant at the August 22<sup>nd</sup> Council meeting. At that meeting Council can consider what requests to submit or support. Attached to this report are the tele-conference slides which provide background and information on the grant program.

### Wingham Horticultural Society

The Wingham Horticultural Society celebrated their 50 year anniversary at Cruikshank Park on Saturday July 23. Over the past 50 years these volunteers have made significant contributions to the community, and continue their efforts today. Their dedication is commendable and helps to increase the parks resources to beautify the Town of Wingham.

### Blyth Memorial Community Hall Renovation Project

The Renovation Committee met on Friday July 15 to review the contract award and review the project plan/schedule. The contractor intends to work alongside the Blyth Festival staff while the building is being loaded out from September 4-18, and then takes over the site September 19, 2016. The contract is included in this Council agenda to adopt as by-law. Meetings will be ongoing with stakeholders, the contractor, and the consultant as this project proceeds.

### Town Hall Sprinkler System

The RFP was answered by two companies; Georgian Bay Fire and Safety, and FCFP. Staff are reviewing and evaluating the responses and will provide a report and recommendation to Council at the August 22 Council meeting to award the contract.

### Alice Munroe Public Library Windows

The windows are currently being reconditioned and painted and the project will be completed by the end of August.

### NHWCC Aquatic Centre Renovation

Staff have visited two sites in the GTA that are undergoing a similar pool liner renovation to learn more about the options for this project. These are the two first aquatic centres that we are aware of to undergo a tile application on the floor of a Myrtha Pool. Staff are considering this as a viable option instead of laying down another floor liner in the aquatic centre. Staff met on site at the NHWCC with Lee Battams of Aqua Plans Aquatic Consultants Inc. who have been working with the Town of Aurora on their liner/tile project. This company has submitted a proposal for consulting on the liner replacement project and this appears to be an excellent fit for this project. Staff are currently reviewing and negotiating the consulting work required. Staff were made aware of Aqua Plans through the consulting work of Allan Avis Architects in their first report of the Aquatic Centre. Staff believe we have found the right consultants for the project and will be working toward developing the specifications for the project.

The Aquatic Centre renovation appears to be a good option for the Ontario 150 Capital Grant program, and more details will be available after the information session on August 3.

### Recreation Software

The Informal Quotation Process has been used to review the products of seven different software companies. The staff have narrowed the decision down and are preparing a detailed summary report for Council on recommendations to purchase the software. Each company was provided an opportunity to present their product either in person or via a webinar, and a price quote. Additional webinars and presentations of the preferred options were hosted to further narrow down the selection. The timing for this project is such that if the Township selects the vendor and awards a contract by September, the software would be implemented for a Spring 2017 launch.

Once the software is selected, it needs to be customized to the Township of North Huron, develop the web site, staff training, and data migration steps need to be completed before the product can go "live". The goal of this project is to offer complete on-line customer interface for recreation programming, facility booking, and point of sale. The time line is to present to Council the recommendation at the August 22 meeting in order to move forward with purchasing the product.

#### North Huron Recreation and Leisure Guide

Staff have worked on the final details of the Fall/Winter Recreation and Leisure Guide. The Guide goes to print August 4 and will be distributed in the region August 18 & 19 to homes through the home delivery flyers. Promotions are also planned for radio August 17-23 and parents can start registering for everything from gymnastics and swimming lessons, to PA Day activities starting August 18<sup>th</sup>.

#### Wingham and Blyth Ice

It's that time of year again...ice is booked and confirmed for September Ice in Wingham. The first day of ice is Tuesday September 6, 2016 (day after Labour Day). The department is working with the Wingham Skating Club to build their participants through a September Figure Skating Drop In Ice Program. The goal is to assist with a new approach to this fall program in hopes to build participation for local Figures Skating Clubs, and support this sport.

The first day for Blyth Ice will be Saturday October 1.

The ice request forms have been sent out to all user groups, and the ice allocation process will be completed August 2. A Sunday time slot continues to be reserved at both arenas for family public skating sponsored by the Township of North Huron.

#### Blyth Campground

Three upcoming events at the Blyth Campground are:

- Square Dance Event – August 8-11
- Huron County Pioneer Threshers – September 8-11
- Rural Talks 2 Rural Conference – September 28-30

The Threshers have started building their new shed at the Blyth Campground.

#### **FINANCIAL IMPACT**

Nothing to report.

#### **FUTURE CONSIDERATIONS**

Next department activity report is scheduled for September 6, 2016

#### **RELATIONSHIP TO STRATEGIC PLAN**

Our community is Healthy and Safe

Our administration is fiscally responsible and strives for operational excellence



Page 3



# CELEBRATING ONTARIO 150

# Purpose of the Session

- ▶ To provide an overview of ONTARIO150
- ▶ To review the key elements of the Ontario150 Community Celebration Program and the Ontario 150 Partnership Program

# ONTARIO150 Overview

- ▶ 2017 marks the 150th anniversary of Canada and Ontario. It is a once-in-a-generation chance to celebrate who we are, and share our dreams for the next 150 years.
- ▶ This celebratory year will be a time of excitement and inspiration and it will be a chance for the province, as a founding member and leader in Confederation, to engage all Ontarians and play a leading role in commemorating and celebrating the 150th anniversary.

# ONTARIO150 Themes

4

Celebrate	<ul style="list-style-type: none"><li>bringing Ontarians together, reflecting on 150 years of achievements and important lessons learned, and celebrating everything that makes Ontario the best place in the world to live.</li></ul>	
Participate	<ul style="list-style-type: none"><li>empowering Ontarians to express themselves artistically and creatively and to participate actively in their communities and in public life- creating vibrant, healthy and inclusive communities.</li></ul>	
Innovate	<ul style="list-style-type: none"><li>challenging Ontarians to be entrepreneurial, inspiring tomorrow's leaders and equipping them with the skills and the infrastructure necessary to succeed in the global economy of the future.</li></ul>	

# Components of ONTARIO150

5

## Components of the ONTARIO150<sup>th</sup> Program

- ▶ Community Celebration Program
- ▶ Partnership Program
- ▶ Capital Program

# Objective of the Community Celebration Program

- ▶ The Community Celebration Program (CCP) is a one-time, application-based program to support Ontario communities and community organizations in commemorating and celebrating Ontario's 150th anniversary in 2017.
- ▶ The Community Celebration Program's (CCP) objective is to facilitate the creation and delivery of impactful, participatory and inclusive initiatives that celebrate and commemorate Canada and Ontario's 150th anniversary. This will be achieved by providing funding to communities and organizations across Ontario.

# Community Celebration Program Priorities

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- ▶ ***Supporting Equal Opportunity*** – Celebrate the spirit of diversity, accessibility and inclusion.
- ▶ ***Supporting Celebration*** – Build awareness, excitement and broad public participation around the 150th anniversary.
- ▶ ***Commemorating Success and Highlighting Talent*** – Celebrate and explore Ontario's proud history and the people, places and events that shaped it.
- ▶ ***Empowering People and Communities*** – Build civic engagement, community pride and confidence in the future.

# Key Definitions

A Community Celebration initiative is defined as a public engagement initiative that:

- ▶ Is organized as a single activity or series of activities over a set period of time in 2017 that is in addition to the regular activities of an organization.
- ▶ Demonstrates a capacity and intention to connect to Ontario and Canada's 150th anniversary themes and historical significance, such as the culture and heritage successes of Ontario and Canada (e.g., food, music, film and television, sport, science, diversity/immigration, arts, etc.).
- ▶ Demonstrates a capacity and intention to engage the community and visitors alike.
- ▶ Is inclusive and diverse through the involvement of youth, Indigenous, Francophone, LGBTQ, multicultural, older adults and seniors, persons with disabilities communities.

# Key Definitions

- ▶ **Attendees** as both spectators observing an initiative and participants actively engaged in the initiative.
- ▶ **Participatory initiative** as an initiative that seeks to engage target audiences in the execution of the initiative.
- ▶ **Partnership** as an association with one or more organizations that have a passive or active stake in the planning and/or development and/or execution of the initiative.
- ▶ **Sites activated** as the number of locations where activities that are part of the initiative will take place (e.g., a multi-sport complex would be considered as one site despite having various spaces therein that may have been activated).

# Applicant Eligibility

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## Organization-Specific Requirements

Each application must confirm compliance with the following:

- ▶ Funding will be provided only to legal entities. Examples include those that are established by or under legislation; are federally or provincially incorporated; are band councils established under the Indian Act, Canada; or are other Indigenous organizations that are incorporated.
- ▶ Applicant organizations need to have been in existence for least **one** fiscal year (or less for some Indigenous communities) in Ontario as of January 1, 2017.

### Eligible applicants include:

- ▶ Not-for-profit organizations.
- ▶ Municipalities.
- ▶ Indigenous communities.

*In addition, applicant organization must provide a copy of its most recent audited or Board-endorsed or Treasurer-certified financial statement as an attachment.*

# Eligible Initiatives

## MUST:

- ▶ occur in the Province of Ontario between December 31, 2016 and December 31, 2017
- ▶ be open to the public
- ▶ create new public programming or amplify existing events or activities that align with Ontario 150 themes and objectives

# Examples of Eligible Initiatives

12

## Build awareness, excitement and broad public participation in the 150th anniversary.

- ▶ 2016 New Year's Eve events to kick off the 150th anniversary year.
- ▶ Enhanced Canada Day and civic holiday celebrations and festivals in 2017.

## Celebrate and explore Ontario's proud history and the people, places and events that shaped it.

- ▶ Initiatives celebrating Ontario's Indigenous Peoples (e.g., community performances, Pow wows, art installations, food, etc.).
- ▶ Commemorative installation ceremonies (e.g., cenotaph unveilings, WW I centenary commemorations).

# Examples of Eligible Initiatives

13

## **Celebrate the spirit of diversity, accessibility and inclusion.**

- ▶ Sporting events highlighting Canadian sports (e.g., lacrosse, ice hockey, curling, basketball) or local talent.
- ▶ Art exhibitions/art in public spaces showcasing local or iconic Ontario artists.

## **Build civic engagement, community pride and confidence in the future.**

- ▶ Engaging 150-themed public workshops, forums, conferences or symposia (e.g., TEDx Talks).
- ▶ Outdoor learning experiences such as mural painting, canoe expeditions, soccer skills competitions for disadvantaged youth, tree plantings, or community gardens

# Eligible Expenses

14

Examples of eligible expenses include, but are not limited to the following:

- ▶ Fees paid to artists, musicians, performers, celebrities, special guests and speakers, including travel and accommodation and entertainment agencies.
- ▶ Fees paid for new programming.
- ▶ Equipment rental, materials and supplies.
- ▶ Fees for audio visual support and technical and stage crews.
- ▶ Improved accessibility services.
- ▶ Marketing costs including advertising, promotion and communications.
- ▶ Translation costs.
- ▶ Site services related to the initiative such as security, sanitation, and shuttle buses
- ▶ Other costs deemed reasonable.

# Ineligible Expenses

15

The following are examples of ineligible expenses:

- ▶ Website development.
- ▶ Core administrative and overhead costs, such as rent, telephone and communication lines/services, computers, utilities, maintenance costs and any operational expenses related to an organization's ongoing activities.
- ▶ Permanent staff salaries.
- ▶ Management/Staff travel costs.
- ▶ Any costs incurred for initiatives held outside Ontario.
- ▶ Budget deficits.
- ▶ Capital costs related to permanent structures (e.g., materials, labour, vehicles, land acquisition, purchase of equipment for project construction, computers, etc.).
- ▶ Refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.).
- ▶ Consulting or other services to support the development of a strategic or operational plan.
- ▶ Alcohol.

# Funding Criteria

16

- ▶ For organizations with annual cash operating expenses less than \$250,000, the funding threshold is \$10,000.
- ▶ For organizations with annual cash operating expenses of \$250,000 or more, but less than \$1 million, the funding threshold is \$25,000.
- ▶ For organizations with annual cash operating expenses in excess of \$1 million, the funding threshold is \$70,000.
- ▶ Funding will be provided up to a maximum of 75% of the initiative's total eligible cash operating expenses.

# Funding Criteria

17

- ▶ A **Cash contribution** of at least 25% of the initiative's total eligible cash operating expenses must be confirmed by your organization and/or other sources before funding is released.
- ▶ Applicants are encouraged to combine funding sources in support of their project
- ▶ Funds from government sources however cannot exceed 90% of total project costs. Municipalities and Indigenous communities are exempt from this requirement.

NOTE: the value of in-kind expenses is **not** included in the determination of Community Celebration Program initiative cash operating expense

# Additional Program Details

18

- ▶ Only one application per initiative will be considered.
- ▶ Only two applications per applicant organization will be considered.
- ▶ Submission Deadline **5:00 p.m. (Eastern Standard Time) on September 2, 2016.**

# Evaluation Criteria

## Technical Evaluation Criteria

Description of the Initiative and Plan	15%
Ontario 150 <sup>th</sup> Anniversary Relevance	20%
Community and Target Audience Relevance	20%
Impact of the Initiative (Expected Results and Performance Measures)	25%
Current Financial Position and Budget	10%
Risk Management and Evaluation Plan	10%

# ONTARIO150 PARTNERSHIP PROGRAM REVIEW

# ONTARIO150 Partnership Program

## Mission & Goal

21

- ▶ Recognizing that youth are tomorrow's leaders, their engagement and empowerment is critical to support the economic and social future of Ontario's communities. With a focus on forging new partnerships and exploring new models to build stronger communities, the *Ontario 150 Partnership Program* will leave a lasting legacy of engaged youth who will set the pace for generations to come.
- ▶ The core goal of this program is to provide funding to communities and organizations across Ontario to collaborate and offer young people new ways to participate in opportunities within six key priority areas.

# Priority Areas

22

- ▶ **Supporting Young Artists** – Encourages partnerships with arts-based organizations to give youth more opportunities for learning and development in the arts and creative sector
- ▶ **Promoting Diversity and Inclusion** – Encourages collaborations with and among organizations serving diverse populations in order to better engage youth from all backgrounds, including rural, ethno-cultural, Francophone, Indigenous, and LGBTQ groups in their programming
- ▶ **Environmental Stewardship** – Encourages partnerships with and among environmental-based organizations to support projects centering around environmental preservation

# Priority Areas

23

- ▶ **Supporting Youth Entrepreneurship** – Encourages organizations to partner with businesses to support youth entrepreneurship opportunities
- ▶ **Promoting Active and Healthy Living** – Encourages organizations to collaborate on projects that support youth in making healthy lifestyle choices
- ▶ **Youth Civic Engagement** – Encourage organizations to collaborate and offer young people the skills and networks to take active roles in the community-building process, including through inter-generational mentoring

# Partnerships

24

- ▶ Preference will be given to applicants whose projects demonstrate a high level of collaboration with a new partnering organization.
- ▶ These partnerships within and across sectors should aim to promote knowledge sharing within one priority area and encourage innovative ways to engage youth. Cash contributions in themselves would not be an indication of a significant partnership.
- ▶ Businesses are encouraged to forge partnerships with other eligible applicants including not-for-profits, municipalities or Indigenous communities

# Youth

25

Projects **must** be for youth, by youth or offer youth benefits. Projects should seek to engage youth as learners and leaders within one priority area.

Recognizing that ‘youth’ can be a loose demographic description, applicants will be asked to specify the age range their project is targeting.

# Applicant Eligibility

26

- ▶ Funding will be provided only to legal entities. Examples include those that are established by or under legislation; are federally or provincially incorporated; are band councils established under the *Indian Act, Canada*; or are other Indigenous organizations that are incorporated.
- ▶ Applicant organizations need to have been in existence for least one fiscal year (or less for some Indigenous communities) in Ontario as of January 1, 2017.
- ▶ Eligible applicants include:
  - ▶ Not-for-profit organizations
  - ▶ Municipalities
  - ▶ Indigenous communities
- ▶ Businesses\* and business associations (\*Businesses are eligible for projects of a non-commercial nature. Preference will be given to businesses who partner with other eligible applicants).

# Eligible Projects

27

MUST:

- ▶ Take place in the Province of Ontario
- ▶ Occur between January 1, 2017 and December 31, 2017
- ▶ Have an applicant that meets all stated eligibility criteria

# Examples of Eligible Projects

28

## Supporting Young Artists

- ▶ Workshops in which community centres work with a theatre company to give youth opportunities to learn how to create and produce an original play

## Promoting Diversity and Inclusion

- ▶ Newcomer settlement agency hosts not-for-profit organizations, teaching them how to better recruit young volunteers of diverse backgrounds

## Environmental Stewardship

- ▶ Student environmental teams are engaged in a tree-planting initiative to reduce the effects of greenhouse gases

## Youth Entrepreneurship

- ▶ A multi-day conference where students speak with leaders from different sectors highlighting how gaps were innovatively resolved in their respective industries

# Eligible Expenses

29

Examples of eligible expenses include, but are not limited to the following:

- ▶ In general, eligible costs are directly associated with activities, programs or services that aid in the delivery of the proposed project
- ▶ Expenses directly associated with priority area activities
- ▶ Extending staff hours specifically for the delivery of the project
- ▶ Hiring additional staff specifically for the delivery of the project, such as a Project Manager
- ▶ Travel, accommodation, and/or meal expenses (these cannot exceed the current provincial rates of the [Broader Public Service Accountability Act \(BPSAA\) directives](#)).
- ▶ Other costs deemed reasonable

# Ineligible Expenses

30

The following are examples of ineligible expenses:

- ▶ Contributions to funding drives or campaigns,
- ▶ Activities completed or costs incurred prior to application approval.
- ▶ Core administrative and overhead costs, such as rent, telephone and communication lines/services, computers, utilities, maintenance costs and any operational expenses related to an organization's ongoing activities.
- ▶ Budget deficits.
- ▶ Permanent staff salaries.
- ▶ Capital costs related to permanent structures (e.g., materials, labour, vehicles, land acquisition, purchase of equipment for project construction, computers, etc.)
- ▶ Refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.).

# Funding Criteria

31

- ▶ The *Ontario 150 Partnership Program* is able to support up to 75% of eligible project costs up to a maximum funding amount of \$100,000.
- ▶ Applicants are encouraged to combine funding sources in support of their project.
- ▶ Funds from government sources however cannot exceed 90% of total project costs. Municipalities and Indigenous communities are exempt from this requirement.
- ▶ Cash and/or in-kind contributions of at least 25% of the total eligible project costs must be **confirmed** before funding is released.

# Funding Criteria – In-Kind

32

- ▶ An in-kind contribution is a donation in lieu of cash to obtain required goods and services. Examples of in-kind contributions could include:
- ▶ A consultant donates time to your program; they normally charge for these services; a school bus company donates the use of its vehicles at no cost
- ▶ Volunteer hours are calculated at the General Minimum Wage for Ontario unless acting in their professional capacity which is calculated at a fair market value. Applicants can use the Ministry of Labour's minimum wage rates, to calculate this contribution.
- ▶ The Ministry retains the right to determine, at its sole discretion, which in-kind contributions are eligible and ineligible.

# Additional Program Details

33

- ▶ Only **one** application per initiative will be considered for the *Ontario 150 Partnership Program*.
- ▶ Only **one** application per organization will be considered for the *Ontario 150 Partnership Program*.
- ▶ Submission Deadline **5:00 p.m. (Eastern Standard Time) on September 30, 2016.**

# Evaluation Criteria

34

## Technical Evaluation Criteria

Organizational Capacity	20%
Project Description	10%
Relevance to <i>Ontario 150<sup>th</sup> Partnership Program</i>	30%
Project Beneficiaries and Impact	20%
Risk Management and Evaluation Plan	10%
Current Financial Position and Budget	10%
Total	100%

# ONTARIO150 Capital Program

- ▶ The Ontario150 Community Capital Program is a one-time grant program that will strengthen communities by supporting the repair, renovation or retrofitting of existing infrastructure to better address the diverse needs of Ontario communities
- ▶ Eligible applicants include registered charities and not-for-profit organizations, Municipalities, their cultural and recreation agencies and Local Service Boards operating community facilities, First Nations and Indigenous communities

# ONTARIO150 Capital Program

- ▶ Application and program guidelines will be available on the Ontario Trillium Foundation (OTF) website as of **June 30, 2016 (TBC)**
  - Application portal on the OTF website will open July 18, 2016
  - Submission deadline is **5:00 p.m. EST on September 14, 2016**
  - Before submitting an application, organizations must first register with OTF. To guarantee that registration can be verified in time, it is recommended that organizations register as soon as possible once registration is open on **July 18, 2016**

# Program Contacts

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**(Please edit this slide with your contact information when using externally)**

- ▶ For the *Ontario 150 Community Celebration Program & Ontario 150 Partnership Program Grants* Ontario portal, please visit:

<https://www.ontario.ca/page/ontario150>

- ▶ For consultation with your Regional Advisor before submitting an Community Celebration Program Application Form please contact your Regional Advisor directly or contact one of the following

- ▶ Regional Advisor contact information Huron, Perth and Oxford Counties

Derek Ethier (derek.ethier@ontario.ca)

4275 King St. East

Kitchener, ON

519-650-5758



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Jeff Molenhuis  
**DATE:** 02/08/2016  
**SUBJECT:** Public Works Activity Report  
**ATTACHMENTS:** None

**RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the August 2, 2016 Public Works Activity Report for information.

**EXECUTIVE SUMMARY**

The Director of Public Works provides monthly updates to Council on activities within the Shared Services Public Works department.

**DISCUSSION**

<p>Administration and Shared Service</p>	<ul style="list-style-type: none"> <li>• New Shared Service Administrative Assistant started on July 4<sup>th</sup>.</li> <li>• ON1Call and locate procedures – The administrative process was revised for completing locates and meeting the requirements under the regulations for response timelines and feedback reporting. A structure is now in place to ensure full regulatory obligations met for MT storm sewer assets, and development of the remainder of the program is underway to address the full complement of NH underground assets.</li> <li>• Developed draft On-Call Policy for after hours and emergency response. Developed framework for rotating on-call schedule, transferrable emergency contact for all service partners, and initiated on-call handbook for staff to reference when on-call.</li> <li>• Developed framework for centralized service request procedures for a streamlined model for the public to communicate with PW.</li> <li>• Began drafting a Communication Plan to outline specific communication streams and how Shared Service PW will maintain these streams. A separate report will be brought forward to outline this plan in detail.</li> <li>• Developed draft Work Order documents to track, organize and complete requested or scheduled work.</li> <li>• Health and Safety program review initiated to centralize administrative, training or support policies and procedures.</li> </ul>
<p>Development</p>	<ul style="list-style-type: none"> <li>• Cowbell Brewery – met with Central Huron and North Huron Council members, as well as staff members for both municipalities. Discussed development requirements and design comments with Site Plan review consultant for CH and watermain design review consultant for NH (BM Ross for both). Correspondence to be forwarded to the developer/agent in late July/early August.</li> <li>• Tim Hortons – the developer requested changes to their servicing configuration. Coordination with Cowbell external servicing will be required.</li> </ul>

Capital	<ul style="list-style-type: none"> <li>• Westmoreland/Mill Street, Blyth – the original design consultant must re-submit the Ministry of Environment and Climate Change for new approvals because of expiration of the original approvals, and will revise parts of the design to address constructability issues.</li> <li>• Patrick Street, Wingham – The Consultant for this project held a pre-construction meeting on July 21, where the Contractor advised they will mobilize during the week of July 25. The project is estimated to be complete in September 2016.</li> <li>• Blyth Well – Construction of the facility is progressing along. The building structure is well underway, with interior and exterior finishes underway. The project appears to be on schedule.</li> <li>• Works Shed Fuel Tank Removal – working with licensed contractor for removal of underground fuel storage tanks at EW shed. Working with environmental consultant to identify environmental concerns in the field.</li> <li>• Bridge Needs Study – BM Ross has been retained to complete OSIM inspections and needs study for both MT and NH. The consultant was engaged to complete the work compliant with the MT and NH Procurement Policies. Inspection work to be completed in the late summer/early fall.</li> <li>• Road Needs Study – consultants provided informal quotation for road conditions and need study during week of July 18. Proposal will again be for MT and NH.</li> <li>• Staff preparing RFQ for sewer camera work identified in the 2016 Capital Budget.</li> </ul>
Roads	<ul style="list-style-type: none"> <li>• Loosetop – Calcium, gravel and grading work from spring is complete.</li> <li>• Roadside – grass mowing, ditch cleanout and tree work is wrapping up.</li> <li>• Hardtop – patching and pothole repair is on-going.</li> <li>• Bridge/culvert maintenance – sweeping, washing and joint cleaning is on-going.</li> <li>• Streetlight replacements – Meeting planned for NH staff and Realterm Energy/LAS to review pre-application for energy incentive and streetlight asset replacement to LED.</li> </ul>
Water/Wastewater	<ul style="list-style-type: none"> <li>• Nothing of note to report at this time.</li> </ul>
Landfill/Solid Waste	<ul style="list-style-type: none"> <li>• Bale Wrap will no longer be accepted at any of the landfill sites in MT or NH. The service partner who previously removed this loose material from our sites has advised of their own program changes whereby they will only accept wrap in bagged containment and it must be coordinated directly through the service partner by users. Information has been updated on the website, handouts provided at the landfill sites and an interim program developed to transition users directly to the service partner.</li> </ul>
Cemetery	<ul style="list-style-type: none"> <li>• Nothing of note to report at this time.</li> </ul>
Equipment and Vehicles	<ul style="list-style-type: none"> <li>• Staff began working on procurement of equipment items identified in the 2016 Capital Budget for Public Works.</li> </ul>

**FINANCIAL IMPACT**

No immediate financial impact at this time.

**FUTURE CONSIDERATIONS**

No future considerations at this time.

**RELATIONSHIP TO STRATEGIC PLAN**

Goal #2 of the Strategic Plan is that our residents are engaged and well informed.

Goal #4 states that administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read "Sharon Chambers". The signature is fluid and cursive, with a large initial "S" and "C".

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Jeff Molenhuis, Director of Public Works

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Sharon Chambers, CAO



## TOWNSHIP OF NORTH HURON

## REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Jeff Molenhuis  
**DATE:** 02/08/2016  
**SUBJECT:** County Road 4 – Council Request Items  
**ATTACHMENTS:** None

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### **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the report County Road 4 – Council Request Items for information.

### **EXECUTIVE SUMMARY**

At the June 6<sup>th</sup> Council meeting, concerns for traffic related issues on County roads along Highway 4 were brought forward by Council, and staff were requested to follow up on the issue and report back to Council. Township staff corresponded with County staff on the issues noted. The following is a general summary.

#### Huron County Road 4 and Huron County Road 16 (Morris Road)

One of the locations of concern was the intersection of Huron County Road 4 and Huron County Road 16. The concern was in relation to intersection safety considering a recent accident, as well as the residential/commercial operation located on the west side of County Road 4 directly at the intersection. A comment was made in regard to roadside parking at this location as a result of the residential/commercial operation. Staff contacted the County Public Works department with the concern. The following is generally the feedback received:

- The intersection is 90 km/hr speed limit, with T-intersection stop control on Highway 16.
- Visibility at this intersection is very good, with very favourable sight lines;
- The vehicle count for the intersection totals approximately 4000 vehicles per day;
- The accident history at this location is limited, albeit one recent fatality to a pedestrian;
- County road shoulders are designed for safe roadside/off-road stopping;
- Staff do not see it as desirable for County roads to prohibit roadside stopping as it is necessary for non-distracted driving practices; and
- County staff has asked the business owner to provide advertisement that parking available on-site.

The Township does have the ability to pass By-Laws and create roadside stopping restrictions on the County road; however, enforcement of the restriction would also be the responsibility of the Township. Enforcement would likely be complaint driven or issue-based, and would not effectively be proactively addressed. In that sense, Township staff support the County's approach to work with the residential/commercial owner to have them re-direct their customer's to park on-site.

## Huron County Road 4 and Huron County Road 25 (south of Blyth)

Concerns for future traffic related issues were brought forward by Council at the intersection of Huron County Road 4 and Huron County Road 25, south of Blyth. The concern was in relation to current and future development on the southeast and southwest corners of the intersection. Staff contacted the County Public Works department with the concern, with the following feedback received:

- The intersection is stop-controlled on Highway 25, with 60 km/hr speed limit on Highway 25 and 50 km/hr speed limit on Highway 4 at this location;
- Sight lines at this intersection are adequate for the posted speed limit;
- The vehicle count for the intersection totals approximately 5000 vehicles per day;
- Accident history at the intersection does not indicate the need for modified controls or improvements at the intersection;
- The recent development activity required Traffic Impact Studies to address increased vehicle volumes, vehicle types, and vehicle movements.
- The Traffic Study for the latter development incorporated the findings of the Traffic Study for the first development; and
- The studies concluded no intersection modifications were necessary for regular traffic patterns at this intersection following development, and special events will require private police control.

Technical justification for signalized intersections is outlined within the Ontario Traffic Manual Book 12. The justification is based on vehicle volumes, crossing delays and collision history. Justifications are not considered absolute criteria, but are considered an industry-standard guideline for staff to adequately assess the need for such infrastructure considering the extensive capital cost for the infrastructure. Council may wish to formally follow-up with the County after the developments are functional; however, it should be noted that based on the reports brought forward by the developer through the development process, the need for intersection improvements or additional controls at this intersection were not warranted.

### **DISCUSSION**

No further discussion necessary.

### **FINANCIAL IMPACT**

No financial impact at this time.

### **FUTURE CONSIDERATIONS**

Council may wish to follow-up on the issue with a formal request after both developments are functional to determine if further safety or signal warrant analysis is necessary.

### **RELATIONSHIP TO STRATEGIC PLAN**

Goal #2 is that Township residents are engaged and well informed. Goal # 4 is that Township administration is fiscally responsible and strives for operational excellence.









# Bill 73 – Smart Growth for our Communities Act

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Changes to the Planning Act, RSO, 1990

In Effect as of July 1<sup>st</sup> 2016



**HURON**  
C O U N T Y

# Background

- March, 2015 – Ministry of Municipal Affairs and Housing released Bill 73 – Smart Growth for our Communities Act;
- May, 2015 - County Council provided comments to the Province on the draft changes;
- December 23, 2015 – Bill received Royal Assent;
- Changes came into effect upon Proclamation – July 1<sup>st</sup>, 2016.

## Key Highlights from Bill 73

A summary report with recommendations went to County Committee of the Whole in June, 2016.

- The Province will now review the PPS every 10 years, rather than every 5 years.
- New local OP's and ZBL's can also be reviewed on a 10 year cycle with no amendments for 2 years unless a resolution by Council to allow the application(s).
- A new requirement that upper tier municipalities appoint a PAC with at least one resident of the Municipality that is neither an employee or a Councillor. (Sustainable Huron Committee)

- OP's to contain a description of the measures and procedures for informing and obtaining the views of the public for planning applications.
- Notice of decisions to include a brief explanation of the effect, if any, that written and oral submissions received from the public and agencies had on the decision
- Option discussed with County Council was to include the following wording in the motion for decisions on planning applications:

“Council considered all oral and written submissions made on this application, the effect of which helped Council make an informed decision.”

- Requirement for clearer reasons for appeals to the OMB e.g. explanation of how the decision fails to be consistent with the PPS or conform to Official Plan.
- Removes ability to appeal an entire new Official Plan, but not to appeal part of an OP.
- No Minor Variance for 2 years after a site specific Zoning By-law Amendment, unless Council has declared by resolution that the application for the variance is allowed. The resolution may allow a specific request, a class of requests or requests in general.
- Require detailed reporting for municipal collection of parkland fees. The Treasurer will be required each year to give Council a financial statement on the special parkland account.

- Email is an option available for notices related to: public meetings, open houses, passing (for ZBL, M.Var., Consents. P of S) adoption and decision (for OP) and may be used for required agencies, persons requesting notice, County, and MMAH.

### Alternative Dispute Resolution (ADR) Techniques

- Official plans, zoning by-laws, subdivisions, consents only (not minor variances).
- Once notice is given of intention to use ADR the 15 day period for forwarding material to OMB increases to 75 days.
- FYI, it's not Bill 73-related but OMB appeal fee increased to \$300 starting July 1<sup>st</sup>.



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Kathy Adams, Clerk  
**DATE:** 02/08/2016  
**SUBJECT:** North Huron Child Care Programs – Fee Increases  
**ATTACHMENTS:** Proposed Fee Schedule – Effective September 1, 2016

## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby approves the revised Fee Schedule for the North Huron Child Care Programs effective September 1, 2016;

AND FURTHER THAT the revised Fee Schedule be included in the next update of the By-law to Establish Rates and Fees for the Township of North Huron.

## **EXECUTIVE SUMMARY**

In September of each year, the Fee Schedule for the North Huron Children’s Programs is adjusted to reflect a nominal increase to the program fees.

## **DISCUSSION**

This year’s projected increases reflects a .50 cent increase for the Infant and Pre-School programs, a \$1.00 increase for Toddler programs and a .50 cent increase for the Before & After School programs.

Our fees are comparable to those of other municipally operated Child Care Centres.

A copy of the revised fee schedule is attached for Council’s information.

## **FINANCIAL IMPACT**

The fee increases will have a moderate effect on increasing revenue and offsetting expenditures for the North Huron Child Care Programs.

## **FUTURE CONSIDERATIONS**

No further considerations.

## **RELATIONSHIP TO STRATEGIC PLAN**

The Clerk’s Department is fiscally responsible and strives for operational excellence.

\_\_\_\_\_  
Kathy Adams, Clerk

\_\_\_\_\_  
Sharon Chambers, CAO

## North Huron Children's Programs

Children's Centre Phone 357-2424 Fax 357-2091

Before & After School - Maitland River School 519-531-0775

Before & After School - Sacred Heart School 519-357-1777

### Daily Fee Schedule

Effective September 1, 2016

	Infant	Toddler	Pre-School	School Age JK/SK	School Age Grade 1 ↑
Full Day	\$47.00	\$42.00	\$36.50		
Extended Day (>10 hours)	\$52.00	\$47.00	\$41.50		
Half Day - Lunch	\$36.50	\$30.50	\$26.00		
Half Day - No Lunch	\$36.50	\$26.00	\$21.50		
Nursery School		\$23.50	\$19.00		
Before School				\$9.75	\$9.00
After School (less than one hour)				\$7.25	\$7.25
After School				\$9.75	\$9.00
Late Fees	\$5.00 every five minutes				

Hours of Operation for Daycare  
Monday to Friday 6:30 am to 5:30 pm

Nursery School - 9:00 am to 11:30 am or 1 pm to 3:30 pm

Half Day Rate Mornings (four hours up to 12:30 pm)

Half Day Rate Afternoons (four hours in afternoon starting as early as 11:45 pm)

Useage of more than four hours is billed at a full day rate.

Before School Program - 6:30 am to 9:00 am

After School Program - 3:10 pm to 6:00 pm

**North Huron Children's Programs**  
 Children's Centre Phone 357-2424 Fax 357-2091  
 Best Start 357-1777  
 Before & After School - Wingham Public 519-531-0775

\*\*December Monthly Fee\*\*

	Infant	Toddler	Pre-School	Best Start
<b>Full Days</b>				
5 days/week	\$637.50	\$525.00	\$480.00	\$480.00
4 days/week	\$510.00	\$420.00	\$384.00	\$384.00
3 days/week	\$382.50	\$315.00	\$288.00	\$288.00
2 days/week	\$255.00	\$210.00	\$192.00	\$192.00
1 day/week	\$127.50	\$105.00	\$96.00	\$96.00
Daily Fee	\$42.50	\$35.00	\$32.00	\$32.00
<b>Half Days with Lunch</b>				
5 days/week	xx	\$352.50	\$322.50	\$322.50
4 days/week	xx	\$282.00	\$258.00	\$258.00
3 days/week	xx	\$211.50	\$193.50	\$193.50
2 days/week	xx	\$141.00	\$129.00	\$129.00
1 day/week	xx	\$70.50	\$64.50	\$64.50
Daily Fee	xx	\$23.50	\$21.50	\$21.50
<b>Half Days Without Lunch</b>				
5 days/week	\$480.00	\$285.00	\$255.00	\$255.00
4 days/week	\$384.00	\$228.00	\$204.00	\$204.00
3 days/week	\$288.00	\$171.00	\$153.00	\$153.00
2 days/week	\$192.00	\$114.00	\$102.00	\$102.00
1 day/week	\$96.00	\$57.00	\$51.00	\$51.00
Daily Fee	\$32.00	\$19.00	\$17.00	\$17.00
<b>Nursery School</b>				
5 days/week	xx	xx	\$293.00	xx
4 days/week	xx	xx	\$234.00	xx
3 days/week	xx	xx	\$176.00	xx
2 days/week	xx	xx	\$117.00	xx
1 day/week	xx	xx	\$59.00	xx
<b>Before &amp; After School</b>	\$6.50 for AM	\$6.50 for PM	(\$13.00 per day)	

Hours of Operation for Daycare & Best Start  
 Monday to Friday 7:00 am to 5:30 pm  
 Nursery School - 9:00 am to 11:30 am  
 Half Day Rate Mornings (four hours up to 12:30 pm)  
 Half Day Rate Afternoons (four hours in afternoon starting as early as 11:45 pm)  
 Before School Program - 7:30 am to 8:50 am  
 After School Program - 3:10 pm to 5:30 pm

\*See reverse for January to November Monthly fees





# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Kathy Adams, Clerk  
**DATE:** 02/08/2016  
**SUBJECT:** Disposition of Surplus Property – Queen Street Blyth  
**ATTACHMENTS:** None

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby declares Pt Lot 2 Blk B, Plan 169, Blyth as in BLY1109 Except R280481, S/T Bly1109, Village of Blyth to be surplus to the needs of the Township;

AND FURTHER THAT the Council of the Township of North Huron hereby authorizes the Clerk to proceed with the disposition of Pt Lot 2 Blk B, Plan 169, Blyth as in BLY1109 Except R280481, S/T Bly 1109 as per the procedures established by By-law No. 25-2008 Being a By-law to Establish Procedures for the Sale of Real Property.

## **EXECUTIVE SUMMARY**

Council at an In Camera Session at the July 18, 2016 Council Meeting received correspondence from Frank Cameron Solicitor for the Blyth Christian Reformed Church in Blyth in regards to a 10 foot x 120 foot parcel of land owned by the Township which currently forms part of the Church parking lot. Mr. Cameron is requesting consideration of Council to transfer ownership of this parcel of land to the Church.

## **DISCUSSION**

As the property is of no benefit to the Township, Council at their July 19, 2016 Council Meeting authorized the Clerk to proceed with the disposition of said property as per the procedures for the sale and disposal of real property established in By-law No. 25-2008 "Being a By-law to Establish Procedures for the Sale and Disposal of Real Property.

## **FINANCIAL IMPACT**

All costs associated with the disposal of this property, including appraisal, survey, advertising and legal fees should be borne by the purchaser.

## **FUTURE CONSIDERATIONS**

The Clerk will bring information back to Council for a final decision on the disposal of the property.

## **RELATIONSHIP TO STRATEGIC PLAN**

The Clerk's Department is fiscally responsible and strives for operational excellence.

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Kathy Adams, Clerk

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Sharon Chambers, CAO

Page 1



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Pat Newson, Director of Recreation and Facilities  
**DATE:** 02/08/2016  
**SUBJECT:** Friends of the Village of Blyth Parks MOU  
**ATTACHMENTS:** Draft Memorandum of Understanding

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the Memorandum of Understanding for the Friends of the Village of Blyth Parks;

AND FURTHER THAT the Clerk be directed to prepare an authorizing by-law for the August 22, 2016 Council meeting.

## **EXECUTIVE SUMMARY**

The Friends of the Village of Blyth Parks is a Non-Township Committee and defined as a Volunteer/User Group in the Township of North Huron. These volunteers perform volunteer work on municipal property and establishing a Memorandum of Understanding defines the roles, relationship and responsibilities of both the municipality and this volunteer group.

## **DISCUSSION**

This volunteer group initiated discussions with the Township in 2014. They have established their own working group that volunteers to support beautification projects in the Village of Blyth. The Memorandum of Understanding has been drafted through several meetings with the committee and their Chair, Lissa Kolkman.

The Township appreciates the assistance of these volunteers, and this Memorandum of Understanding provides the foundation for this committee to flourish in the municipality, receive coverage under the Township of North Huron liability insurance policy, and to work cooperatively on beautification projects with the municipality.

## **FINANCIAL IMPACT**

The Friends of the Village of Blyth Parks has their own working funds, and are responsible for managing their own accounts and funds. Annually the group meets with staff to review projects that can be supported through the municipal operating budget.

## **FUTURE CONSIDERATIONS**

This group has had success in the short time they have been operating, and the Township hopes to assist the group to continue to thrive in the future.

## **RELATIONSHIP TO STRATEGIC PLAN**

Our residents are engaged and well informed.





**FRIENDS OF THE VILLAGE OF BLYTH PARKS**  
Memorandum of Understanding



**STATEMENT**

The purpose of this Memorandum of Understanding is to define the roles and responsibilities of the **Friends of the Village of Blyth Parks**

The “Friends of the Village of Blyth Parks” group is an informal committee of dedicated volunteers, providing valuable liaison and volunteer labour and services to the North Huron Recreation and Facilities Department. The purpose of the group is to assist with the development and beautification of the gardens and parks in the Village of Blyth.

**DEFINITIONS**

The Friends of the Village of Blyth Parks is a Non-Township Committee and defined as a Volunteer/User Group in the Township of North Huron Committee Appointment Policy (By Law Number 54-2015).

The Township of North Huron Committee Appointment Policy establishes the following Criteria for a Volunteer/User Group –

Non-Township Committees: Some informal committees or groups of individuals may be formed outside the auspices of the Township, but have an interest in a particular Township facility, service or project. Such informal committees or groups shall not be considered Committees of Council, but may liaise with Council or Township staff.

Volunteer/User Groups: Volunteers or users of facilities and programs provide valuable input and volunteer service to community improvement projects. Volunteerism shall be recognized and encouraged by the Township. Formal Terms of Reference are not required for informal volunteer groups, however guidelines may be provided by the Township to establish the role of the group, how they will liaise with the Township staff, and to ensure the safety of volunteers while they are working on Township property.

For the purpose of this Memorandum of Understanding, **Friends of the Village of Blyth Parks** may also be referred to as **The Friends**.

**Responsibility for Implementation**

The responsibility for the implementation of this Memorandum of Understanding lies with the Manager of Blyth Facilities, acting according to the policies and procedures established by Council.

**Regulations**

General Principles

The Friends is a group of volunteers which aim to:

- a) Assist and support the gardens and plantings in the Village of Blyth
- b) Promote knowledge of, and interest in, the plantings, parks, and natural environment in the Village of Blyth.
- c) Assist in raising funds for special projects beyond the scope of the North Huron Blyth Parks budget.

Council acknowledges the importance of the volunteer services provided by such organizations as the Friends of the Village of Blyth Parks.

The goals, activities and objectives of The Friends shall not conflict with the mission, vision and overall priorities of the Township of North Huron.

The Friends shall abide by all Township policies and procedures.

The Friends will recognize Council's right to govern and Staff's responsibility to deliver service through the North Huron Recreation and Facilities Department.

### **Roles and Responsibilities**

The Role of the "Friends of the Village of Blyth Parks" shall be to:

1. Liaise with the North Huron Recreation and Facilities department in an advisory capacity regarding the Blyth gardens and parks.
2. Adhere to an organizational and functional structure conducive to the purpose of the group. Select one committee member as a liaison that will communicate the needs, desires, and projects that the committee is working toward. This liaison will make all requests to the Blyth Facilities Manager, and report back responses to the group. This will be the single source of formal communication between the volunteer committee and the Township of North Huron.
3. The committee has their own working funds, and would be responsible for managing their own accounts and funds. The committee may choose to donate funds to any Township approved capital or maintenance projects. This committee has no authority over the North Huron budget.
4. Submit recommendations to the Manager of Blyth Facilities each October 1<sup>st</sup>, regarding annual initiatives and funding needs for the upcoming year. The said recommendations shall be considered by the Recreation and Facilities department during budget deliberations, and may be presented to North Huron Council for consideration.
5. Provide orientation information to new "Friends of the Village of Blyth Parks" members in regard to the parks and gardens in the Village.
6. Promote and publicize the varied opportunities for enjoying the parks, or volunteering to help maintain and improve the parks in the Village.
7. Communicate damages, safety concerns or vandalism to the North Huron Recreation and Facilities department through the Manager of Blyth Facilities.
8. Members are encouraged to attend an annual meeting hosted by the Township of North Huron each September to review and discuss plans for the parks in the Village of Blyth.
9. Facilitate municipally approved maintenance and volunteer projects in the Village of Blyth.
10. The Friends are required to have all members sign a Volunteer Waiver, Release and Hold Harmless form in order to perform work on North Huron property, attached here as Schedule A.
11. Assist with community events to promote the parks.
12. Participate in passive fundraising efforts as approved by the North Huron Recreation and Facilities department.

### **Disbanding**

If the Friends cannot fulfill the Memorandum of Understanding requirements and/or the decision to disband is reached by the group, then the group may disband.

In order to disband, the group needs to send a "Letter of Intent" to the Manager of Blyth Facilities.

The Township of North Huron has the right to require the Friends group to disband at any time should be found in contravention of the policies and procedures of the Township of North Huron.

At any time a dispute shall arise with respect to the intention and/or provisions of the Memorandum of Understanding, the problem shall be resolved via discussion between The Friends Chair, the Manager of Blyth Facilities and the Director of Recreation and Facilities for the Township of North Huron. Should a mutually acceptable solution not be attained within a reasonable time period via the said discussion, the matter shall be referred to a public meeting of the Council of the Township of North Huron for a final and binding decision made by Township Council. Either The Friends Chair or the Director of Recreation and Facilities of the Township of North Huron shall have the ability to request the intervention of the Council of the Township of North Huron.

SCHEDULE A – NEXT PAGE

The parties hereto have executed this Memorandum of Understanding by the hands of their duly authorized representatives

Township of North Huron:

\_\_\_\_\_  
Reeve, Neil Vincent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, Kathy Adams

\_\_\_\_\_  
Date

Friends of the Village of Blyth Parks:

\_\_\_\_\_  
Chair, Lissa Kolkman

\_\_\_\_\_  
Date



Township of North Huron  
WAIVER, RELEASE AND HOLD HARMLESS



Friends of the Village of Blyth Parks

In consideration of \_\_\_\_\_ volunteering on behalf of the Township of North Huron acting in my capacity as a Friends of the Village of Blyth Parks Volunteer.

**ELEMENTS OF RISK:**

I acknowledge that my participation as a volunteer can involve certain elements of risk that could result in an injury which can include cuts, abrasions, fractures and a brain injury. The risk of sustaining an injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the participant's own physical condition and actions.

The risk of sustaining an injury while volunteering on behalf of the Township of North Huron can result from the nature of the activity and can occur without any fault of the participant, or the Township of North Huron, its employees, agents, council members, or the facility where the activity is taking place. By choosing to volunteer in this activity, you are accepting the risk that you may be injured.

The chance of an injury occurring can be reduced by carefully following instructions at all times while engaged in the activity.

**I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE** the Township of North Huron and its employees, council members, officials and officers from all claims, demands, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to my person or property however caused, arising or to arise by reason of my participation as a volunteer for the Township of North Huron.

**I FURTHER AGREE** to save harmless the Township of North Huron from and against any and all liability arising from or as a result of, my duties as a volunteer for the Township of North Huron.

**In order to participate, I HEREBY AGREE** to do so at my own risk and understand that I do not have access to Municipal Health Benefits or WSIB.

**BY SIGNING** this form, I acknowledge having read, understood and agreed to the above waiver, release, and to hold the Township of North Huron harmless.

\_\_\_\_\_  
Signature of Volunteer

Please Print: \_\_\_\_\_

Day phone: \_\_\_\_\_

Night phone: \_\_\_\_\_

Date: \_\_\_\_\_, 201



Township of North Huron

**WAIVER, RELEASE AND HOLD HARMLESS  
UNDER 18 YEARS OF AGE**



Friends of the Village of Blyth Parks

In consideration of \_\_\_\_\_ volunteering on behalf of the Township of North Huron acting in my capacity as a Friends of the Village of Blyth Parks Volunteer.

**ELEMENTS OF RISK:**

I acknowledge that my participation as a volunteer can involve certain elements of risk that could result in an injury which can include cuts, abrasions, fractures and a brain injury. The risk of sustaining an injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the participant's own physical condition and actions.

The risk of sustaining an injury while volunteering on behalf of the Township of North Huron can result from the nature of the activity and can occur without any fault of the participant, or the Township of North Huron, its employees, agents, council members, or the facility where the activity is taking place. By choosing to volunteer in this activity, you are accepting the risk that you may be injured.

The chance of an injury occurring can be reduced by carefully following instructions at all times while engaged in the activity.

**In order to participate, I HEREBY AGREE** to do so at my own risk and understand that I do not have access to Municipal Health Benefits or WSIB.

If you choose to participate as a volunteer on behalf of the Township of North Huron you must understand that you bear the responsibility for any injury that might occur.

**ACKNOWLEDGEMENT**

WE HAVE READ THE ABOVE. WE UNDERSTAND THAT IN PARTICIPATING IN THE ACTIVITY DESCRIBED ABOVE, WE ARE ASSUMING THE RISKS ASSOCIATED WITH DOING SO.

Signature of Volunteer \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**PERMISSION**

I hereby give \_\_\_\_\_ (name of volunteer) permission to participate in \_\_\_\_\_ (description of activity)

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Jeff Molenhuis  
**DATE:** 02/08/2016  
**SUBJECT:** John Street Assumption for Maintenance Purposes  
**ATTACHMENTS:** None

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the report John Street Assumption for Maintenance Purposes for information;

AND THAT the Council of the Township of North Huron hereby direct the Clerk to bring forward a By-Law to assume John Street from the former terminus to the newly constructed Maitland Valley Elementary School for maintenance purposes.

## **EXECUTIVE SUMMARY**

This street was constructed as part of the construction project for the Maitland Valley Elementary School. John Street was extended from the previous terminus to the new school that was constructed. The developer (school board) is responsible for maintenance for a period of time before the Municipality will assume the constructed assets for maintenance purposes. That period of time has now passed, and it is appropriate for the Municipality to assume the road for maintenance purposes, signifying Municipal obligation to adhere to Minimum Maintenance Standards (O/Reg 239/02). The assumption process is completed through the passing of a By-Law.

## **DISCUSSION**

No further discussion necessary.

## **FINANCIAL IMPACT**

No direct financial impact at this time. Future maintenance activities, when required, will be conducted through the Operations budget for Roads.

## **FUTURE CONSIDERATIONS**

No future considerations at this time.

## **RELATIONSHIP TO STRATEGIC PLAN**

Goal #2 is that Township residents are engaged and well informed. Goal # 4 is that Township administration is fiscally responsible and strives for operational excellence.

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Jeff Molenhuis, Director of Public Works

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Sharon Chambers, CAO



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Jeff Molenhuis  
**DATE:** 02/08/2016  
**SUBJECT:** Wingham Post Office Parking - Wingham BIA Request  
**ATTACHMENTS:** None

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## **RECOMMENDATION:**

THAT the Council of the Township of North Huron hereby receive the report Wingham Post Office Parking - Wingham BIA Request for information;

AND THAT the Council of the Township of North Huron hereby enact that no further action be taken for parking limitations in front of the Wingham Post Office at this time;

AND THAT the Council of the Township of North Huron hereby direct staff to report back to Council on an enforcement model that can effectively address parking limitations within the By-Law.

## **EXECUTIVE SUMMARY**

At the July 18<sup>th</sup> Council meeting, a request was made by Council to investigate having a 15-minute parking time limit in front of the Wingham Post Office. Currently there are three (3) parking spots in this location, with signs posted for a two (2) hour parking limitation.

By-Law 39-2012 to Regulate and Control of Traffic on the Highways of the Township of North Huron is the By-Law that regulates parking throughout the Township. To change the parking restriction at the Post Office, an update to the By-Law would be necessary. The signs currently displayed at that location would also need to be changed in order to enforce any changes to parking time limitations.

Enforcement within Wingham for the parking component of the current By-Law is undertaken by the Wingham Police, among their various other policing tasks. As part of this report, the Police Chief was consulted on parking enforcement procedures. Feedback received was that with the workload and other mandated tasks for police, enforcement of timed parking spots, in general, is difficult due to the effort necessary for officers to proactively inspect and collect reliable evidence in light of their other policing duties. Because of that, changes to the By-Law with respect to timed parking limitations would not be recommended at this time as enforcement is currently an issue.

## **DISCUSSION**

No further discussion necessary at this time.

## **FINANCIAL IMPACT**

No financial impact at this time.

## **FUTURE CONSIDERATIONS**

Council may wish to consider future amendments to the By-Law, where they should also consider the Township's ability to effectively enforce parking restrictions presented within the By-Law.

**RELATIONSHIP TO STRATEGIC PLAN**

Goal #2 is that Township residents are engaged and well informed. Goal # 4 is that Township administration is fiscally responsible and strives for operational excellence.

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Jeff Molenhuis, Director of Public  
Works

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Sharon Chambers, CAO



# TOWNSHIP OF NORTH HURON

# REPORT

Item No.

**REPORT TO:** Reeve Vincent and Members of Council  
**PREPARED BY:** Jeff Molenhuis  
**DATE:** 02/08/2016  
**SUBJECT:** Results for Howson Dam Environmental Assessment RFP  
**ATTACHMENTS:** NONE

### RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding results for the Howson Dam Environmental Assessment RFP;

AND FURTHER THAT Council award RFP 2016-001 to GSS Engineering Consultants Ltd. of Owen Sound, Ontario at a total estimated fee of \$88,815 (excluding HST) being the highest scoring proposal received.

AND FURTHER THAT the budgetary shortfall of approximately \$9,000 be taken from the Howson Dam Reserve.

### EXECUTIVE SUMMARY

Request for Proposal RFP 2016-001 Consulting Services for the Howson Dam Environmental Assessment was issued to acquire the necessary consulting services to support this project. This project was identified in the Roads department 2016 Capital Budget.

The RFP was posted on the Township website, and was circulated to four (4) local consultants with relevant experience. It was also picked up by MERX and Biddingo. The result was seven (7) formal bid responses. Township staff reviewed and scored the proposals based on the scoring tool that was included in the RFP. The scoring tool is as follows:

ITEM	DESCRIPTION	AVAILABLE POINTS
1	CORPORATE QUALIFICATIONS & EXPERIENCE	20
2	PROJECT TEAM	20
3	APPROACH AND METHODOLOGY	30
4	QUALITY ASSURANCE & CONTROL	5
5	SCHEDULE & WORK PLAN	10
6	PROPOSED FEE	15
<b>TOTAL POINTS AVAILABLE</b>		<b>100</b>

The fees of the proposals received varied from \$79,500 to \$119,752, excluding HST. The scoring results from the evaluation are summarized below.

<b>PROPONENT</b>	<b>LOCATION</b>	<b>RFP SCORE</b>
GSS Engineering Consultants Ltd.	Owen Sound, ON	83
B.M. Ross Associates Limited	Goderich, ON	79
Hatch	Mississauga, ON	77
J.L. Richards	Guelph, ON	73
KGS Group Consulting Engineers	Mississauga, ON	72
DM Willis Associates Limited	Peterborough, ON	71
BlueMetric Environmental Inc.	Ottawa, ON	67

GSS Engineering was the highest scoring proposal submitted and have strong experience and work plan relative to the entire scope of work anticipated for this project. The cost from this consultant is \$88,815, excluding HST. Therefore, it is staff's recommendation that GSS Engineering Consultants Ltd. be retained for this assignment.

#### **DISCUSSION**

The proposal format asked proponents to provide a work plan for thorough investigation of the primary options for the dam, as follows:

- 1) Do Nothing;
- 2) Rehabilitate the Dam;
- 3) Rebuild the Dam; and/or
- 4) Decommission the Dam.

Proponents were asked to incorporate the adequacy of hydro-electric power into their work plan for evaluation of the alternatives. They were also asked to present a work plan that would determine full life-cycle costs (short term and long term) for the options presented. Additionally, proponents were asked to demonstrate the ability to meet anticipated project schedule for completion at the end of 2016.

GSS Consultants demonstrated the strongest experience and detailed work plan relative to the scope requested. They also provided mitigation recommendations with respect to schedule milestone conflicts, and outlined potential funding opportunities for future options.

The Director of Public Works, Director of Finance and Chief Administrative Officer were consulted during the process of this RFP.

#### **FINANCIAL IMPACT**

The 2016 Capital Budget contemplated \$80,000 for this assignment. It is proposed to utilize funds from the Howson Dam reserve to fund the remaining budget required. At this time, it is anticipated the shortfall will be approximately \$9,000. The projected Howson Dam Reserve balance at December 31<sup>st</sup>, 2016 is approximately \$121,000.

**FUTURE CONSIDERATIONS**

Pending award, public consultation will be undertaken over the course of the next few months. Future Council reports will be provided as the project progresses through milestones. Public consultation sessions were anticipated in September and October 2016 as part of the RFP.

**RELATIONSHIP TO STRATEGIC PLAN**

Goal #2 of the Township Strategic Plan is for our residents to be engaged and well informed. Goal #3 is that our community is healthy and safe. Goal #4 is that our administration is fiscally responsible and strives for operational excellence. Goal #5 is that our natural environment is valued and protected.



---

Jeff Molenhuis, Director of Public Works

---

Sharon Chambers, CAO



July 21, 2016

Premier Kathleen Wynne  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Re: Rural Economic Development Program (RED) – Suspension

Please find enclosed a copy of Resolution No. 224/2016 in support of the Municipality of South Dundas and City of Kenora requesting reconsideration with regards to the suspension and integration of the Rural Economic Development Program into the Jobs and Prosperity Fund. This will prevent the ability of rural municipalities to access funding for capacity building community economic development projects.

Your favourable response in this matter would be greatly appreciated.

Kind regards,

A handwritten signature in black ink, appearing to read "Loriann Harbers".

Loriann Harbers, CMO  
Director of Corporate Services/Clerk

c.c. MPP Jim McDonnell  
Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs  
Ontario East Economic Development Commission  
Eastern Ontario Warden's Caucus  
Association of Municipalities of Ontario  
All Municipalities in Ontario  
Council

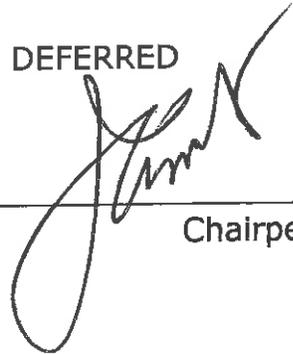
TOWNSHIP OF SOUTH STORMONT

RESOLUTION

MOVED BY R. Waldroff RESOLUTION NO 224/2016  
SECONDED BY Donna Primeau DATE July 20, 2016

That Council of the Township of South Stormont endorses the resolutions passed by the Municipality of South Dundas and the City of Kenora concerning the integration of the Rural Economic Development program into the Jobs and Prosperity Fund, thereby preventing rural municipalities access to funding for capacity building and community economic development projects.

CARRIED       DEFEATED       DEFERRED

  
\_\_\_\_\_  
Chairperson

Recorded Vote:	
Councillor Primeau	_____
Councillor Smith	_____
Councillor Waldroff	_____
Deputy Mayor Hart	_____
Mayor Bancroft	_____

To the Municipality of North Huron;

Thank you for your consideration in the matter. It has been brought to the Blyth Legion's attention that the roof on the work shed at the Blyth Union Cemetery has been leaking. The Blyth Legion has a Cemetery Trust fund that was set up for upkeep at the Cemetery at our discretion. We have asked our local contractor that we use, Dave Werkema from North Huron Construction, to take a look at it. The cost to replace the roof will be under 2000.00. That is replacing it with steel roof material.

At the time Dave looked at it we also asked him to assess the condition of the building over all. The following are his findings. The chimney is in bad repair and rotting around it. The framing is good and the structure is sound. The fascia, soffit and trough should be replaced in the next few years. As mentioned above we have a maximum budget of 2000.00 for this project or we would remove the chimney while work is being done to the roof. The building does not need to be heated as it is not in use for the winter months.

When and if you give us the go ahead to do the roof, we would be hiring Dave to sheet the roof and apply the steel roof material.

Once again thank you for your consideration in this matter and we look forward to hearing from you with your decision.

Respectfully in Comradeship

Crystal Taylor

1<sup>st</sup> Vice President, Blyth Legion Branch 420

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
BY-LAW NO. 71-2016**

**A BY-LAW TO APPOINT A  
CHIEF BUILDING OFFICIAL  
FOR THE TOWNSHIP OF NORTH HURON**

---

**WHEREAS** *Subsection 3(2) of the Building Code Act, S.O. 1992, Chapter 23*, requires the Council of each municipality to appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Act in the areas in which the municipality has jurisdiction;

**AND WHEREAS** the Council of the Corporation of the Township of North Huron deems it expedient to appoint a Chief Building Official for the Township of North Huron;

**NOW THEREFORE** the Council of the Township of North Huron hereby enacts as follows:

1. That Kirk Livingston is hereby appointed to the position of Chief Building Official for the Township of North Huron effective August 15, 2016;
2. That the terms of employment for Kirk Livingston for the position of Chief Building Official for the Township of North Huron are set out in the employment contract executed June 3 2016;
3. That Tim Lewis is hereby appointed to the position of Building Inspector/By-law Enforcement Officer for the Township of North Huron effective August 15, 2016;
4. That Steve Fortier is hereby appointed to the position of Building Inspector/By-law Enforcement Officer for the Township of North Huron effective August 15, 2016;
5. That the Reeve and Clerk are hereby empowered to sign and execute this said By-law;
6. That this By-law shall come into force and take effect on passing thereof, and supersedes By-law No. 6-2011, By-law No. 64-2011, By-law No. 65-2011 and By-law No. 35-2016 and all by-laws passed under the authority of the Act or its predecessors, thereof.

READ A FIRST AND SECOND TIME, this 2<sup>nd</sup> day of August, 2016.

READ A THIRD AND FINAL TIME AND PASSED, this 2<sup>nd</sup> day of August, 2016.

CORPORATE SEAL

---

Neil Vincent, Reeve

---

Kathy Adams, Clerk

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

**BY-LAW NO. 72-2016**

---

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,  
a Canadian Construction Documents Committee (CCDC2)  
Contract for Renovations and Addition to the  
Blyth Memorial Community Hall.

---

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

**AND WHEREAS** Council of the Township of North Huron Council is desirous of executing a CCDC2 Contract for Renovations and Addition to the Blyth Memorial Community Hall.

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

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

1. That the designated officials are hereby authorized to sign a CCDC2 Contract for Renovations and Addition to the Blyth Memorial Community Hall.
2. That a copy of the said CCDC2 Contract 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 2<sup>ND</sup> DAY OF AUGUST, 2016.

READ A THIRD TIME AND PASSED THIS 2<sup>ND</sup> DAY OF AUGUST, 2016.

CORPORATE SEAL

---

Neil G. Vincent, Reeve

---

Kathy Adams, Director of  
Corporate Services/Clerk

CCDC 2

stipulated price contract

2008

Blyth Memorial Community Hall  
Renovations and Addition  
Contractor Copy

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

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

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

This Agreement made on the 20 day of July in the year 2016 .

by and between the parties

The Coporation of the Township of North Huron

hereinafter called the "*Owner*"

and

SKC Construction Inc.

hereinafter called the "*Contractor*"

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

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Blyth Memorial Community Hall - Renovations and Addition

*insert above the name of the Work*

located at

431 Queen Street, Blyth, Ontario N0M 1H0

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

Allan Avis Architects Inc.

*insert above the name of the Consultant*

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

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 19 day of September in the year 2016 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31 day of March in the year 2017 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- \*
- List of specifications as per Specification Section 00001 Table of Contents.
- List of Drawings as per Specification Section 00005.
- Addenda and Modifications per Section 00900.

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

ARTICLE A-4 CONTRACT PRICE

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

Three Million Two Hundred Thirty-Six Thousand-----00 /100 dollars \$ 3,236,000.00

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

Four Hundred Twenty Thousand Six Hundred Eighty-----00 /100 dollars \$ 420,680.00

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

Three Million Six Hundred Fifty-Six Thousand Six Hundred Eighty-----00 /100 dollars \$ 3,656,680.00

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
(1) 2% per annum above the prime rate for the first 60 days.
(2) 4% per annum above the prime rate after the first 60 days.
Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

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

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

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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

**Owner**

The Corporation of the Township of North Huron

*name of Owner\**

274 Josephine Street, Wingham, Ontario N0G 2W0

*address*

519-357-1110

*facsimile number*

Pat Newson

pnewson@northhuron.ca

*email address*

**Contractor**

SKC Construction Inc.

*name of Contractor\**

35 Cherry Blossom Road, Cambridge Ontario N3H 4R7

*address*

519-650-0664

*facsimile number*

Clare Streutker

clare@skcconstruction.com

*email address*

**Consultant**

Allan Avis Architects Inc.

*name of Consultant\**

60 West Street, Goderich, Ontario N7A 2K3

*address*

519-524-5253

*facsimile number*

darlene.empey@allanavisarchitects.com

*email address*

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

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

OWNER

The Corporation of the Township of North Huron  
\_\_\_\_\_  
*name of owner*

\_\_\_\_\_  
*signature*

Neil G. Vincent, Reeve  
\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

Kathy Adams, Clerk  
\_\_\_\_\_  
*name and title of person signing*

CONTRACTOR

SKC Construction Inc.  
\_\_\_\_\_  
*name of Contractor*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:  
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or  
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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## DEFINITIONS

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

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

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

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

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

#### GC 1.2 LAW OF THE CONTRACT

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

#### GC 1.3 RIGHTS AND REMEDIES

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

## GC 1.4 ASSIGNMENT

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

## PART 2 ADMINISTRATION OF THE CONTRACT

### GC 2.1 AUTHORITY OF THE CONSULTANT

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

### GC 2.2 ROLE OF THE CONSULTANT

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

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

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

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

### **GC 2.4 DEFECTIVE WORK**

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

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

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

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

### GC 3.3 TEMPORARY WORK

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

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

#### GC 3.4 DOCUMENT REVIEW

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

#### GC 3.5 CONSTRUCTION SCHEDULE

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

#### GC 3.6 SUPERVISION

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

#### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

### **GC 3.8 LABOUR AND PRODUCTS**

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

### **GC 3.9 DOCUMENTS AT THE SITE**

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

### **GC 3.10 SHOP DRAWINGS**

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

### GC 3.11 USE OF THE WORK

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

### GC 3.12 CUTTING AND REMEDIAL WORK

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

### GC 3.13 CLEANUP

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

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

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

## GC 4.2 CONTINGENCY ALLOWANCE

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

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

### GC 5.3 PROGRESS PAYMENT

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

#### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

#### **GC 5.7 FINAL PAYMENT**

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

#### **GC 5.8 WITHHOLDING OF PAYMENT**

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

#### **GC 5.9 NON-CONFORMING WORK**

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

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

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

#### **GC 6.2 CHANGE ORDER**

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

### GC 6.3 CHANGE DIRECTIVE

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

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

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

#### GC 6.5 DELAYS

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

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

#### GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

#### PART 7 DEFAULT NOTICE

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

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

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

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

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

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

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

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

### GC 8.3 RETENTION OF RIGHTS

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

## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.1 PROTECTION OF WORK AND PROPERTY

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

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

### GC 9.3 ARTIFACTS AND FOSSILS

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

### GC 9.4 CONSTRUCTION SAFETY

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

## GC 9.5 MOULD

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

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

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

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

### GC 10.3 PATENT FEES

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

### GC 10.4 WORKERS' COMPENSATION

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

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

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

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

## GC 11.2 CONTRACT SECURITY

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

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

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

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

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

### GC 12.3 WARRANTY

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

75 Albert Street  
Suite 400  
Ottawa, Ont. K1P 5E7

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

Tel: (613) 236-9455  
Fax: (613) 236-9526  
info@ccdc.org

CCDC 41  
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada

**THE TOWNSHIP OF NORTH HURON**

**BY-LAW NO. 73-2016**

**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 August 2, 2016, 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 2<sup>nd</sup> day of August, 2016.

**READ A THIRD TIME AND FINALLY PASSED** this 2<sup>nd</sup> day of August, 2016.

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**Neil Vincent, Reeve**

**SEAL**

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**Kathy Adams, Clerk**