

THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA



Date: Monday, October 3, 2016
Time: 7:00 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

Pages

1.	CALL TO ORDER	
2.	CONFIRMATION OF THE AGENDA	
	<i>THAT the Council of the Township of North Huron; accept the Agenda for the October 3, 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; AND FURTHER THAT all other Consent Items be received for information.</i>	
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Accounts Payable	September 30, 2016
General Account	\$31,034.77
Water Account	\$214,823.01
Sewer Account	\$0.00
General Internet/Pre-authorized	\$139,871.31
Water Internet/Pre-authorized	\$2,970.34
General Direct Deposit	\$21,179.61
Sewer Pre-authorized	\$68.11
TOTAL	\$409,947.15

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5.	PUBLIC MEETINGS/HEARINGS AND DELEGATIONS	
6.	REPORTS	
6.1	Clerks Department	
6.1.1	Minor Adjustments to Site Plan for Wingham Health Clinic (131 John Street East, Plan 418 Lots 85, 86, 87 Part Lot 84, Part Lot 88 Plan 430, Lots 13, 14, 15 Part Lots 9, 11, 1, Wingham Ward, Township of North Huron) <i>THAT As permitted by Section 9 of the Site Plan Control Agreement between The Corporation of the Township of North Huron and Wingham and District Hospital as passed by By-law 16-2016, the Council of North Huron approves the requested minor adjustments to add and remove trees and add a concrete pad with horse tie-up.</i>	71
6.1.2	Records Management and Retention <i>THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Records Management and Retention for information purposes; AND FURTHER THAT Council directs the Clerk to prepare a Records Management and Retention By-law to be included on the October 17, 2016 agenda.</i>	75
6.2	Finance Department	
6.3	Recreation and Facilities Department	
6.4	Public Works / Utilities Department	
6.4.1	Public Works Equipment Repairs Report <i>THAT the Council of the Township of North Huron hereby receive the report Equipment Repairs for information; AND FURTHER THAT the Council of the Township of North Huron hereby identify the funds necessary to support any necessary equipment repairs for the remainder of the 2016 budget year, being part of the Transfer to Reserve expense within the 2016 Roads Budget.</i>	78
6.4.2	Public Works Waste Collection Contract <i>THAT the Council of the Township of North Huron hereby receive the report Waste Collection Contract for information; AND THAT the Council of the Township of North Huron hereby authorize the Mayor and Clerk to execute the Amending Agreement to Refuse Collection and Bluebox Collection for a 9 month extension of the existing contract.</i>	80
6.4.3	Public Works Joint OCIF Application Endorsment <i>THAT the Council of the Township of North Huron hereby receive the report Joint OCIF Application Endorsement for information; AND THAT the Council of the Township of North Huron hereby endorse the joint application presented within this report, that being Phase 1-3 of the BM Ross Industrial Land Strategy and the Northwest Trunk Sewer.</i>	83

6.5	Fire Department of North Huron	
6.6	CAO	
7.	CORRESPONDENCE	
7.1	Request from Wingham Lions Club for Road Closure	87
	<i>THAT the Council of the Township of North Huron hereby approve the request from the Wingham Lions Club to close Josephine Street in Wingham from Scott Street to Park Drive at 11:00 am for a 2 hour duration on Saturday November 26, 2016 for the Wingham Lions Santa Claus Parade; AND FURTHER THAT the County of Huron and Emergency Services be notified.</i>	
7.2	OPP & Municipality Planning Meeting	88
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. 89-2016	89
	Being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.	
	<i>THAT By-law 89-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.; be introduced, read a first and second time.</i>	
	<i>THAT By-law 89-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.2	By-law No. 90-2016	90
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund".	

THAT By-law 90-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund"; be introduced, read a first and second time.

THAT By-law 90-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund"; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

10.3

By-law No. 91-2016

110

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham.

THAT By-law 91-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham; be introduced, read a first and second time.

THAT By-law 91-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

10.4

By-law No. 92-2016

115

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail.

THAT By-law 92-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail; be introduced, read a first and second time.

THAT By-law 92-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail; 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:

- A proposed or pending acquisition or disposal of land by the Corporation (Offer to Purchase - 13 John Street Wingham);*
- Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Personnel Matters).*

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

THAT the Council of the Township of North Huron hereby direct the Clerk to proceed with the recommendation as presented in the closed session report.

13.1 Offer to Purchase - 13 John Street Wingham

13.2 Shared Services Personnel Matters

14. CONFIRMATORY BY-LAW

14.1 By-law No. 93-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron. 121

THAT By-law 93-2016; 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 93-2016; 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, September 19, 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
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
David Sparling, Director of Fire and Emergency Services
Kirk Livingston, CBO/Property Standards Officer

OTHERS PRESENT: Denny Scott, Citizen
Kelsey Dunbar, Advance Times
Ryan Brandt, CKNX
Matt Pearson, B.M. Ross and Associates
Lisa Courtney, B.M. Ross and Associates

1. CALL TO ORDER

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

2. CONFIRMATION OF THE AGENDA

M493/16

MOVED BY: J. Campbell

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron; accept the Agenda for the September 19, 2016 Council Meeting; as printed.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None disclosed.

4. CONSENT AGENDA**M494/16****MOVED BY:** B. Knott**SECONDED BY:** Y. Ritsema-Teeninga*THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.3;**AND FURTHER THAT all other Consent Items be received for information.***CARRIED****4.1 Minutes****4.1.1 Minutes of the Regular Council Meeting held September 6, 2016****4.1.2 Minutes of the Planning Advisory Committee Meeting held September 6, 2016****4.1.3 Minutes of the Special Public Meeting held September 13, 2016****4.2 Reports****4.2.1 Finance Department****4.2.1.1 September Activity Report****4.2.1.1 Bills and Accounts**

Accounts Payable	September 16, 2016
General Account	\$943,859.95
Water Account	\$95,424.21
Sewer Account	\$71,755.49
General Internet/Pre-authorized	\$79,940.03
Water Internet/Pre-authorized	\$5,372.89
General Direct Deposit	\$150,301.39
Sewer Pre-authorized	\$172.36
TOTAL	\$1,346,826.32

4.2.2 Fire Department of North Huron**4.2.2.1 FDNH Monthly Activity Report Sept. 2016****4.2.3 Building / Property Standards / Zoning Department****4.2.3.1 Building Department Monthly Activity Report August 2016****4.2.4 CAO**

4.2.4.1 Economic Development Activity Report September 2016

4.3 Correspondence

4.3.1 Blyth BIA and Blyth 140th Committee, request for start-up funding to plan the 2017 celebrations.

4.3.2 Invitation to Huron County Federation of Agriculture Annual General Meeting

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

5.1 Development Charges Public Meeting

M495/16

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at 7:11 p.m. to enter a Development Charges Public Meeting.

CARRIED

M498/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT The Council of the Township of North Huron reconvene the Regular Council meeting at 7:25 p.m.

CARRIED

5.2 Jacqui Empson Laporte - Proposal for Dog Park in Auburn

The delegation was not in attendance.

M499/16

MOVED BY: B. Knott

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby receives the proposal for a dog park in Auburn for information purposes.

CARRIED

6. REPORTS**6.1 Clerks Department****6.1.1 Data Backup and Disaster Recovery Solution Purchase****M500/16****MOVED BY:** R. Hallahan**SECONDED BY:** B. Knott

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services report on the budgeted purchase of a Data Backup and Disaster Recovery solution;

AND FURTHER THAT Council authorizes staff to purchase one (1) primary server unit and one (1) secondary server unit from vendor Compugen Inc. for a combined cost of \$10,773.27 plus applicable taxes, in accordance with Ontario Broader Public Sector Vendor of Record established pricing for x86 server equipment;

AND FURTHER THAT Council authorizes staff to purchase appropriate Commvault Data Backup and Disaster Recovery software, licensing and training credits from vendor Compugen Inc. being the lowest received quotation, at a cost of \$25,800.85 plus applicable taxes for the initial implementation;

AND FURTHER THAT Council authorizes the inclusion of ongoing maintenance and support fees for Commvault at a cost of approximately \$3,062.41 per year, in the 2017 and subsequent budgets.

CARRIED**6.2 Finance Department****6.2.1 CMO Banking Limit****M501/16****MOVED BY:** B. Vodden**SECONDED BY:** T. Seip

THAT the Council of the Township of North Huron hereby authorizes an increase in the Payment Product Settlement Limit (PPSL) from \$350,000.00 to \$1,000,000.00 for the daily business transaction limit for activities processed via Cash Management Online (CMO.)

CARRIED

6.3 Recreation and Facilities Department

6.3.1 Town Hall HVAC Engineer Contract Award Revision

M502/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby rescinds motion M438/16: Being that the Council of the Township of North Huron hereby award the contract to perform the mechanical and electrical engineering for the Town Hall HVAC system to Collins Engineering Group for the prices of \$4,950 for the theatre and \$3,700 for the main floor and basement;

AND FURTHER THAT the Council of the Township of North Huron here by award the contract to perform the mechanical and electrical engineering for the Town Hall HVAC system to Martin Stephenson for the prices of \$5,500 for the theatre and \$4,500 for the main floor and basement.

CARRIED

6.3.2 Airport Terminal Building Insulation

M503/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby rescind Motion M440/16: Being that the Council of Township of North Huron hereby authorizes the installation of spray foam insulation in the basement of the Airport terminal by Snowden insulation for the price of \$3,400 to be funded from the Facility General Repairs Fund;

AND FURTHER THAT the Council of the Township of North Huron here by authorizes the installation of spray foam insulation in the basement of the Airport terminal by Advantage Insulation for the price of \$3,490 to be funded from the Facility General Repairs Fund.

CARRIED

6.4 Public Works / Utilities Department

6.5 Fire Department of North Huron

6.6 CAO

7. CORRESPONDENCE

8. COUNCIL REPORTS**8.1 REEVE ACTIVITY REPORT**

Reeve Vincent reported the he and Councillor Hallahan have been working with the East Wawanosh 150th Committee.

Reeve Vincent reported the he had attended three fairs last week.

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

Councillor Vodden reported attending the monthly CHIP meeting, noting that the committee's budget received from Huron County has been reduced and it is impacting the services provided by the committee.

Councillor Vodden noted that he will be requesting Council's support in the future.

Councillor Knott reported that the Blyth Friends of the Village committee was recently approved for a Federal grant for 1,000 tulip bulbs and also noted the committee plans to hold an event in conjunction with Brats and Beers on October 1st, 2016.

Councillor Vodden reported delivering greetings on behalf of Council at the Memorial Garden's Memory Garden event on Sunday.

8.3 REQUESTS BY MEMBERS**9. NOTICE OF MOTION****10. BY-LAWS****10.1 By-law No. 78-2016**

Being a by-law to authorize the Reeve and Clerk to sign a Second License Extension and Amending Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario As Represented By The Minister of Infrastructure, for use of the "Court Facilities" at 274 Josephine Street, Wingham Ontario.

M504/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law 78-2016; being a by-law to authorize the Reeve and Clerk to sign a Second License Extension and Amending Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right Of Ontario As Represented By The Minister Of Infrastructure, for use of the "Court Facilities" at 274 Josephine Street, Wingham Ontario; be read

a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

10.2 By-law No. 82-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron, The Wingham Business Improvement Area and Michael Alexander McDonagh, for the purpose of erecting a mural on the south side of the building located at 280 Josephine Street, Wingham.

M505/16

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Knott

THAT By-law 82-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron, The Wingham Business Improvement Area and Michael Alexander McDonagh, for the purpose of erecting a mural on the south side of the building located at 280 Josephine Street, Wingham; be introduced, read a first and second time.

CARRIED

M506/16

MOVED BY: J. Campbell

SECONDED BY: B. Vodden

THAT By-law 82-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron, The Wingham Business Improvement Area and Michael Alexander McDonagh, for the purpose of erecting a mural on the south side of the building located at 280 Josephine Street, Wingham; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

10.3 By-law No. 83-2016

Being a by-law Respecting Development Charges for the Corporation of the Township of the Township of North Huron.

M507/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT By-law 83-2016; being a by-law Respecting Development Charges for the Corporation of the Township of North Huron; be introduced, read a first and second time.

CARRIED

10.4 By-law No. 84-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amendment to Schedule "A" to the Agreement with the County of Bruce for Child Care Services.

M508/16

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Vodden

THAT By-law 84-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amendment to Schedule "A" to the Agreement with the County of Bruce for Child Care Services; be read a first and second time.

CARRIED

M509/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 84-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amendment to Schedule "A" to the Agreement with the County of Bruce for Child Care Services; be introduced, read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

10.5 By-law No. 85-2016

Being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 C.D.17 s.93.

M510/16

MOVED BY: J. Campbell

SECONDED BY: R. Hallahan

THAT By-law 85-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 C.D.17 s.93.; be introduced, read a first and second time.

CARRIED

M511/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 85-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 C.D.17 s.93.; be read a third and final time, signed by the Reeve and the /clerk and be engrossed in the By-law book.

CARRIED

10.6 By-law No. 86-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Understanding between the Township of North Huron and the Blyth Business Improvement Area and Blyth 140 Committee, for start-up funding to plan the 2017 Blyth 140th celebrations.

M512/16

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT By-law 86-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Understanding between the Township of North Huron and the Blyth Business Improvement Area and Blyth 140 Committee, for start-up funding to plan the 2017 Blyth 140th celebrations; be introduced, read a first and second time.

CARRIED

M513/16**MOVED BY:** T. Seip**SECONDED BY:** B. Knott

THAT By-law 86-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Understanding between the Township of North Huron and the Blyth Business Improvement Area and Blyth 140 Committee, for start-up funding to plan the 2017 Blyth 140th celebrations; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED**10.7 By-law No. 87-2016**

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Lease Agreement between the Township of North Huron and Glen Warwick and Robert Warwick for the lease of land at the Wingham Municipal Airport.

M514/16**MOVED BY:** R. Hallahan**SECONDED BY:** J. Campbell

THAT By-law 87-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Lease Agreement between the Township of North Huron and Glen Warwick and Robert Warwick for the lease of land at the Wingham Municipal Airport; be introduced, read a first and second time.

CARRIED**M515/16****MOVED BY:** T. Seip**SECONDED BY:** B. Vodden

THAT By-law 87-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Lease Agreement between the Township of North Huron and Glen Warwick and Robert Warwick for the lease of land at the Wingham Municipal Airport; 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**

13. CLOSED SESSION AND REPORTING OUT**M516/16****MOVED BY:** T. Seip**SECONDED BY:** R. Hallahan

THAT the Council of the Township of North Huron hereby proceeds at 8:05 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 (Easement Agreement - Blyth);*
- Personal matters about an identifiable individual, including municipal or local board employees (Cross Border Service Agreement - Central Huron);*
- Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Personnel Matters).*

CARRIED**M517/16****MOVED BY:** T. Seip**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:49 pm.

CARRIED**14. CONFIRMATORY BY-LAW**

- 14.1 By-law No. 88-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M518/16**MOVED BY:** T. Seip**SECONDED BY:** Y. Ritsema-Teeninga

THAT By-law 88-2016; 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**M519/16****MOVED BY:** T. Seip**SECONDED BY:** Y. Ritsema-Teeninga

THAT By-law 88-2016; 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

M520/16

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 9:50 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON
DEVELOPMENT CHARGES PUBLIC MEETING



Date: Monday, September 19, 2016
Time: 7:11 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
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
David Sparling, Director of Fire and Emergency Services
Kirk Livingston, CBO/Property Standards Officer

OTHERS PRESENT: Denny Scott, Citizen
Kelsey Dunbar, Advance Times
Ryan Brandt, CKNX
Matt Pearson, B.M. Ross and Associates
Lisa Courtney, B.M. Ross and Associates

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:11 pm.

2. CONFIRMATION OF THE AGENDA

M496/16

MOVED BY: R. Hallahan

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron; accept the Agenda for the September 19, 2016 Development Charges Public Meeting; as printed.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None disclosed.

4. PUBLIC MEETING

Representatives of Council and B. M. Ross and Associates presented details of the Development Charges Background Study and answered questions. The only comment received regarding the study was from the County of Huron regarding exemptions for affordable housing. There is no exemption in the by-law however Council can consider granting an exemption upon request.

5. ADJOURNMENT

M497/16

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron agree that there being no further business before Council; the Development Charges Public Meeting be hereby adjourned at 7:25 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

I attended the Sacred Heart grade 2/3 along with a health unit member to discuss healthy conflict resolution.

OAPSB Meeting

Mr Gregoriadis and I attended the Zone OAPSB meeting in Durham.

OACP Meeting

I will be attending the annual meeting of the OACP June 26th – 30th.

Service Firearms

The Sig Sauer P-229 firearms that the service currently utilizes are nearing the end of their life span. Currently the tritium sights are running dim and should be replaced. West Grey is changing out their firearms to a 9mm version and will be selling off their P-229, some of which are only a few years old. I suggest we look at purchasing these firearms as replacements for our current stock in order to have spares. In the future, we will have to look at completely replacing all seven pistols which are 21 years old.

PSB38/16: MOVED: B. Gregoriadis SECONDED: Y. Ritsema-Teeninga
THAT the North Huron Police Services Board hereby authorizes the Chief of Police to contact the West Grey Police Service regarding the purchase of three (3) used Sig Sauer P-229 firearms.

DISPOSITION: Motion Carried

In Camera Session

I require an in camera session to discuss a personnel matter.

PSB39/16: MOVED: B. Gregoriadis SECONDED: Y. Ritsema-Teeninga
THAT the North Huron Police Services Board hereby approves the Police Chief's Report for June 2016.

DISPOSITION: Motion Carried

8. Treasury Report

(a) Bills & Accounts

PSB40/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby authorizes and approves
payment of the Bills and Accounts in the total amount of \$28,273.10 for the period
ending June 17, 2016, as supported by the Secretary-Treasurer's list of vouchers.
DISPOSITION: Motion Carried

DISPOSITION: Motion Carried

PSB41/16: MOVED: Y. Ritsema-Teeninga **SECONDED:** B. Gregoriadis
THAT the North Huron Police Services Board hereby authorizes and approves the Secretary-Treasurer to pay the Bills and Accounts received during the months of July and August as supported by the appropriate invoice.

DISPOSITION: Motion Carried

(b) Year to Date Financial Report

The year to date financial report for presented for the Board's information.

9. By-laws and Policies for Consideration

(a) Policy #LE-049PSB – Collection of Identifying Information in Certain Circumstances – Prohibition and Duties (Street Checks).

PSB42/16: MOVED: B. Gregoriadis **SECONDED: Y. Ritsema-Teeninga**
THAT the North Huron Police Services Board hereby approves Board Policy
#LE-049PSB–Collection of Identifying Information in Certain Circumstances –
Prohibition and Duties (Street Checks);

AND FURTHER THAT the Secretary following signature of the Policy by the Board Chair include the Policy in the North Huron Police Board Policies.

DISPOSITION: Motion Carried

10. Correspondence

- (a) Ontario Association of Police Services Boards
- i) President & Executive Director – Open & Public Meetings.
 - ii) Appointment of Minister David Michael Oraziatti, as Minister Community Safety & Correctional Services.
 - iii) Appointment of Minister Yasir Naqvi as Attorney General & Government House Leader.
- (b) Ministry of Community Safety & Correctional Services
- i) O. Reg. 58/16 Collection of Identifying Information in Certain Circumstances – Prohibition and Duties: In-Force Dates.

PSB43/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
*THAT the North Huron Police Services Board agrees that the correspondence be
ordered, read and filed.*

DISPOSITION: Motion Carried

11. New Business

- (a) John Street – No Parking Area

Chair Seip noted that he had had discussions with Hospital staff regarding pedestrian safety in the area of the new Hospital building on John Street. The Township's parking by-law restricts parking on both sides of John Street from Frances Street to Patrick Street and proper signage has been installed. The parking lot behind the Hospital Clinic should be completed by the end of August and will provide adequate parking.

Chief Poole noted that he will talk to his Officers regarding enforcement of the no parking zones in this area.

- (b) Officer Interaction at Schools

In response to an inquiry from the Board Chair, the Chief noted that officer interaction with students and staff at FEMSS, MRES and Sacred Heart School was very positive.

12. Board Members Inquiries & Reports

- (a) Vice- Chair Gregoriadis – OAPSB AGM Summary

Vice-Chair Gregoriadis reviewed his report from the OAPSB Annual Conference.

In addition, he updated the Board on information from the June 8 Zone Meeting that he attended, noting that Zone 5 was developing a policy to disperse of Zone funds and that pending provincial appointments had been approved by the Minister but still required signature from the Lieutenant Governor.

13. Public Gallery Questions and/or Comments

There was no one in attendance in the Public Gallery.

14. In Camera Session

PSB44/16: MOVED: B. Gregoriadis SECONDED: Y. Ritsema-Teeninga
THAT the North Huron Police Service Board proceed into Closed session at 7:57 p.m. in order to address a financial or personal matters of other matters of such a nature that the desirability of avoiding their disclosure in the interest of any person affected or in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public.

DISPOSITION: Motion Carried

PSB45/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT at 8:06 p.m., the North Huron Police Services Board hereby moves ‘out of closed session’ and returns to open session.

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

DISPOSITION: Motion Carried

15. Next Meeting

Tuesday, September 20, 2016, 7:00 p.m., Police Station Board Room.

16. Adjournment

PSB46/16: MOVED: Y. Ritsema-Teeninga **SECONDED:** B. Gregoriadis
*That there being no further business before the Board, the meeting be hereby
Adjourned at 8:06 p.m.*

DISPOSITION: Motion Carried

CORPORATE SEAL

Chair Trevor Seip

Secretary Kathy Adams



TOWNSHIP OF NORTH HURON

REPORT

Item No. 10-03-16

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams Clerk
DATE: 03/10/2016
SUBJECT: Clerk's Department Update
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the October 3, 2016 report of the Clerk's Department activities for information purposes.

EXECUTIVE SUMMARY

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

DISCUSSION

1. Administration

Preparation of agendas and minutes in eSCRIBE for meetings and posting on website.
Trained new staff on the use of eSCRIBE.
Administration staff attended a 2018 Election Working Group meeting and Clerks-Treasurers meeting.

2. Child Care Services

General

We recently advertised for additional supply staff (most of the previous ones have found other employment or returned to school) response was limited but we have two new supplies.
The Child Care Manager has been sitting on a committee organizing and presenting a County training session on Engagement. This is one of the four pillars of the How Does Learning Happen Document. This will be presented in October.
The Manager is also assisting the Early Childhood Educator Appreciation Committee in organizing this year's recognition.

Day Care

We are operating with 10-10/10 infants, 23/25 toddlers and 28-32/32 preschoolers.
September is full for infant and toddlers and we are already into our fourth group of preschoolers (between 28-30).

Early Learning Site

We will have a group of 8 preschoolers starting in September at this location until we build up another group of 8 to move up.

Before and After Maitland River

Maitland River looks extremely full for September. We are looking at 45 out of 45 grade ones and up.

We are looking at lower JK/SK numbers with approximately 20 out of 26. We are licensed for 52 but typically operate with 26.

We have more before school children than in the past and will require three staff for the before school program.

We will require five steady staff in after school instead of four.

Before and After Sacred Heart

We have a steady group of 13 at this location which requires one before and after staff.

Early Years

We are returning to our regular indoor programs.

We will be offering Esso Math Parenting Program in October as well as a Toilet Training Workshop.

3. Health & Safety

Reviewing Health and Safety policies.

Conducting monthly workplace inspections.

Working on risk assessments with assistance from Morris-Turnberry and Shared Services staff.

4. Information Technology

Working with North Huron and Howick staff to ensure access for Building Department is available from each location.

Reviewing contract and hardware requirements for Legend recreation software with Director of Recreation and Facilities.

Met with Chief Poole and OPP representatives to discuss IT infrastructure in place for service costing investigation.

Set up and configuration of new copiers in Municipal Office and NHWCC.

Day to day items – website updates, repair of laptop for police, repair of computer for recreation operators.

FINANCIAL IMPACT

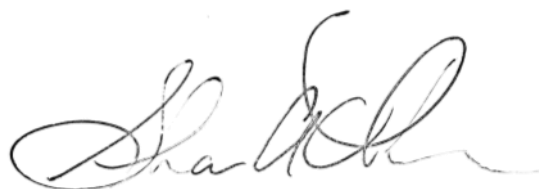
None of the items in the report have a direct financial impact on the budget.

FUTURE CONSIDERATIONS

No items for future consideration.

RELATIONSHIP TO STRATEGIC PLAN

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



Kathy Adams, Clerk

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Pat Newson, Director of Recreation and Facilities
DATE: 03/10/2016
SUBJECT: Department Update
ATTACHMENTS: Blyth Memorial Community Hall Exterior Sign Concept Design

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Activity Report of the Director of Recreation and Facilities, dated October 3, 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

North Huron Snowmobile Club Agreement

At the April 18, 2018 Council meeting, staff were directed to consult with the municipal lawyer to draft a revised Snowmobile Club Use of Blyth Greenway Trail Agreement. The agreement was drafted and approved by the Snowmobile Club. The agreement is included in this By-law section of this agenda package for Council's consideration.

Cultural Spaces Contribution Agreement

The Township of North Huron was successful in the grant application to the Minister of Canadian Heritage for the Cultural Spaces Fund. The Township received \$979,907 in funding from the Ministry. These funds are for the Blyth Memorial Community Hall Renovation Project and are directed to support the professional artistic programming undertaken at the Hall. There will be a media release prepared and distributed at the North Huron Council meeting on October 3 to share this exciting news. The grant application was a collaboration between the Township and the Blyth Centre for the Arts. These funds are being applied to the overall project budget of \$3,800,000.

Blyth Memorial Community Hall Renovation Update

Renovation Committee Update:

The Blyth Memorial Community Hall Renovation Committee met on Friday September 23, 2016 to continue the collaboration on the renovation project. The committee continues to work through the items in the cash allowance contingencies for the project such as the wayfinding signage in the building, and the new banner poles. A draft concept for the exterior sign was approved by the committee, along with the final building finishes such as flooring and paint colours. The committee has also struck a sub-committee to finalize decisions on the technical upgrades for the facility. The renovation committee will continue to meet throughout the project to provide direction. Attached are the images for the concept for the exterior sign. A few details on the sign are being tweaked and the stakeholder groups are providing feedback, and pricing is being confirmed before this design is finalized

Construction Project Update

The construction project is underway and the contractor started work on September 6, while the building was being loaded out. The full site turnover occurred as scheduled on Monday September 19, 2016 and the courtyard is under construction. The contractor is attempting to complete as much of the outdoor work as possible before the weather changes. Demolition of the building inside continues through to mid-November.

Airport Committee

The Airport committee met on Tuesday September 27, 2016. At this meeting the committee discussed that to continue as a Committee of Council they would need to define their role and Terms of Reference would need to be approved by Council.

Airport – Wingham Jets Shed

The Wingham Jets Club uses a shed on the airport property for their storage. The Township charges an annual fee to use the land under the shed. This agreement is renewed every five years, and the renewed agreement is included in this agenda as a by-law for Council's consideration.

Ontario 150 Grant

The application for the Aquatic Centre Renovations for funding from the Ontario 150 Grant was submitted. The grant results will be released in December 2016.

North Huron Aquatic Centre

A breakdown in the Dectron HVAC unit that regulates pool temperature, and air temperature and humidity in the aquatic centre, experienced a breakdown on Sunday September 18, 2016. The breakdown prevented air circulation. On Tuesday September 20 the aquatic centre was closed due to the poor air quality conditions in the aquatic centre, until the unit could be repaired. Parts were ordered and the repairs were completed on Tuesday September 27, the pool needed to be balanced and appropriate temperatures achieved on deck and in the water, and the pool was reopened on Wednesday September 28 at 10:30am.

FINANCIAL IMPACT

Nothing to report

FUTURE CONSIDERATIONS

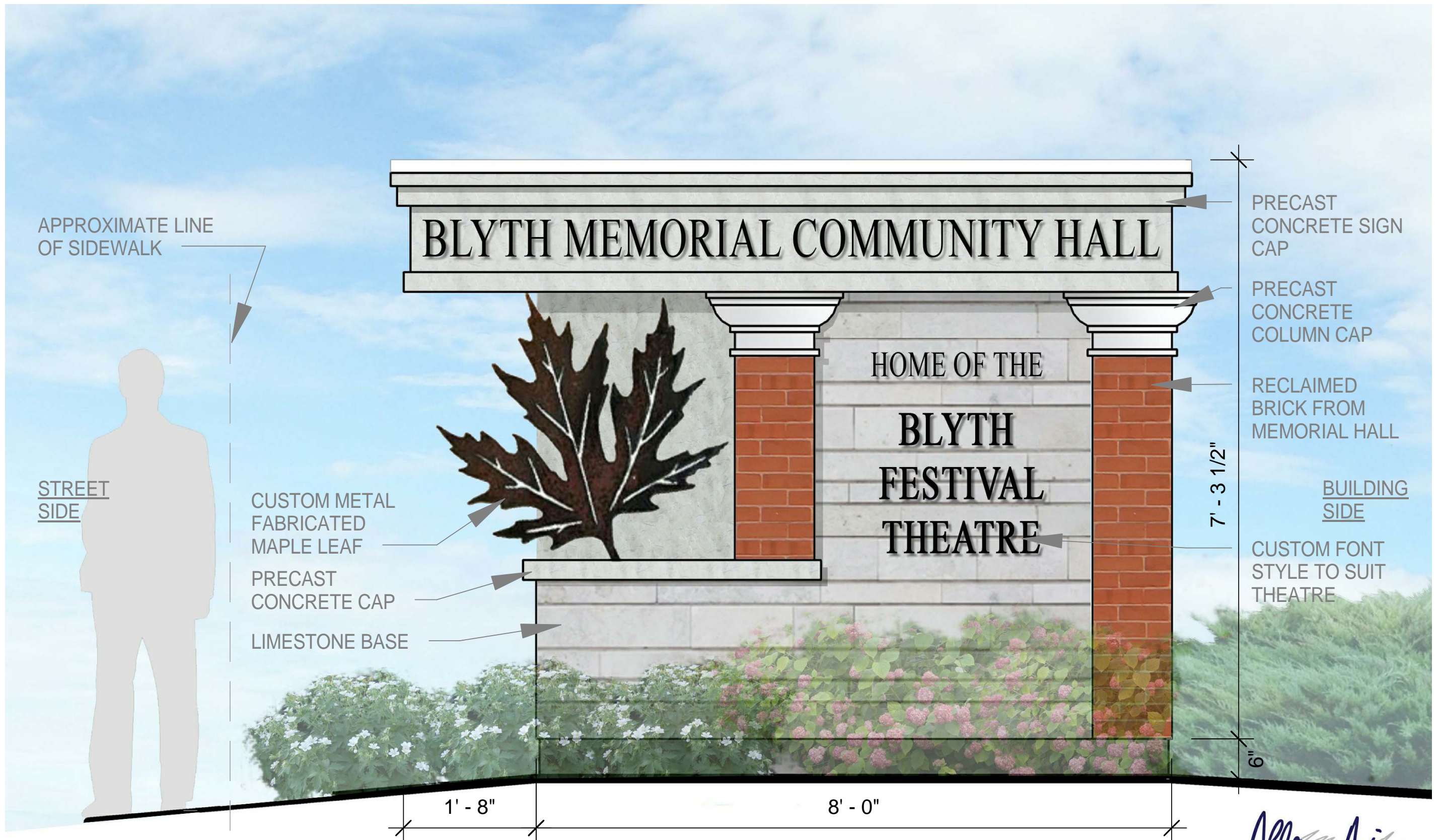
Next schedule Department Activity Report is November 7, 2016

RELATIONSHIP TO STRATEGIC PLAN

Our community is Healthy and Safe

Our administration is fiscally responsible and strives for operational excellence





Schematic Design - 23 September, 2016
EXTERIOR BUILDING SIGN
 Scale: N.T.S.

Allan Avis
 architects
 inc.



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 19/09/2016
SUBJECT: Shared Service Public Works Policies
ATTACHMENTS: Shared Service Reports
On-Call and Call-In Policy
Hours of Work, Banked Time and Overtime Policy

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Shared Service Public Works Policies.

AND THAT the Council of the Township of North Huron hereby adopt the attached On-Call and Call-In Policy and the Hours of Work, Banked Time and Overtime Policy.

EXECUTIVE SUMMARY

Public Works requires business continuity at times after regular working hours. Each municipality in Shared Service has its own arrangements for after-hours support, including carrying a pager or receiving a staff-to-staff call to their work phone or in some cases at home. The current arrangements for remuneration vary as well. Establishing this policy will align both municipalities with respect to roles, responsibilities and remuneration. With shared service, the cost to maintain 24hr response will be split across organizations, and will be applied according to the Shared Service agreement split.

Additionally, there is a need to clarify working hours, banking time and overtime eligibility to integrate with the Call-In component of the On-Call and Call-In policy and to distinguish between the framework for regular work, planned after-hours work and unplanned after-hours work.

DISCUSSION

Rationale for the proposed policy revisions is in the attached Shared Service reports.

FINANCIAL IMPACT

The direct financial impact known at this time will be the administrative cost for maintaining On-Call support. With the Shared Service split, North Huron will pay approximately \$5,060 annually under the new policy, compared to the \$3,000 paid annually under the current policy. The reason for the increased cost is to bring pay to the common market value for on-call pay.

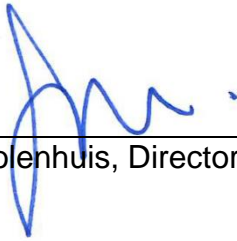
The direct financial impact unknown at this time is the cost for Call-In pay. The old policy had 2hr minimum at 1.5 times the employee's rate of pay (equivalent 3hrs). The policy maintains a 3hr minimum with overtime policy following that. Any call-in will be charged to the appropriate cost centre aligning with the nature of the requirement for that particular call-in.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

The attached policy revisions are some of the first policy updates for Shared Service. There will be more policy updates required to align both Morris-Turnberry and North Huron operations in the future. These policies align with the Strategic Plan for Shared Service, as well as the Strategic Plan in Goal 4 – that administration is fiscally responsible and strives for operational excellence.



Jeff Molenhuis, Director of Public Works

Sharon Chambers, CAO



REPORT TO: Shared Services Steering Committee
PREPARED BY: Jeff Molenhuis, Director of Public Works

DATE: September 8, 2016
SUBJECT: Shared Service On-Call and Call-In Policy

ATTACHMENTS: On-Call and Call-In Policy Document

RECOMMENDATION:

THAT the Steering Committee receive the report Shared Service On-Call and Call-In Policy;

AND THAT the Steering Committee recommend the Policy be adopted and put into immediate effect by the Councils of Morris-Turnberry and North Huron at their next Council meeting.

EXECUTIVE SUMMARY

The Pilot Project Shared Service Public Works requires business continuity at times after regular working hours. Each municipality has its own arrangements for after-hours support, including carrying a pager or receiving a staff-to-staff call to their work phone or in some cases at home. The current arrangements for remuneration vary as well. Establishing this policy will align both municipalities with respect to roles, responsibilities and remuneration. With shared service, the cost to maintain 24hr response will be split across organizations, and will be applied according to the Shared Service agreement split.

DISCUSSION

The development of the policy addresses an after-hours need for Shared Service to maintain business continuity, as well align the roles, responsibilities and remuneration for all staff participating in the program. The policy has the following key definitions:

- 1) On-Call Supervisor: designated staff person who must carry a communication device and be accessible and ready to work if called. This person must also act in a supervisory position, and will be called upon to use judgement and make decisions.
- 2) Call-In: when an employee or the On-Call Supervisor is called in to a work location outside of regular work hours to respond to an emergency or support a necessary service request.

The policy establishes the supervisory duty for being on-call, defines the hours, pay, roles and responsibilities and compliance requirements. The policy was developed with consideration to the existing on-call or pager related policies of each municipality. Other municipality policies in Huron County, Bruce County and Perth County were researched to support this policy development. The details of this policy are in line with that of other established on-call policies researched.

FINANCIAL IMPACT

The pay rate is \$1.35 per hour outside regular work hours. This results in \$21.60 per regular work weekday and \$32.40 per weekend day or holiday. The annual cost will be \$9,200 in total. The On-Call cost will be split according to Shared Service arrangement, being 55/45 split for North Huron and Morris-Turnberry respectively, resulting in the following administrative costs:

Municipality	Proposed On-Call Policy Cost	Current On-Call Policy Cost
North Huron	\$5,060	\$3,000
Morris-Turnberry	\$4,140	\$11,500

North Huron’s On-Call pay is understood to be \$50 per week, whereas Morris-Turnberry Pager Pay is approximately \$215 per week. Comparatively, other municipalities were in the range of \$125-\$175 per week for On-Call/Pager pay.

Call-In remuneration will also be revised. The new policy would remunerate staff for a minimum 3-hour call-in. Morris-Turnberry staff, under their policy, had a minimum 4-hour call-in at regular pay. North Huron staff, under their policy, had a minimum 2-hour call-in at 1.5 times regular pay. Call-Ins will be allocated to the job that staff are called in to address, and therefore will be charged directly to the municipality for which the call is necessary. In the event that it is an administrative related Call-In, the time will be allocated according to the Shared Service split.



Jeff Molenhuis, Director of Public Works



REPORT TO: Shared Services Steering Committee
PREPARED BY: Jeff Molenhuis, Director of Public Works

DATE: September 8, 2016
SUBJECT: **Updated Overtime Policy**

ATTACHMENTS: **Hours of Work, Banked Time and Overtime Policy Document**

RECOMMENDATION:

THAT the Steering Committee receive the report Updated Shared Service Overtime Policy;

AND THAT the Steering Committee recommend the Hours of Work, Banked Time and Overtime Policy be adopted and put into immediate effect by the Councils of Morris-Turnberry and North Huron.

EXECUTIVE SUMMARY

The Shared Service Policy for Overtime was implemented on May 1, 2016. Since that time, it has become apparent that a more comprehensive policy was necessary to clarify hours of work, banked time and overtime eligibility to give staff from both organizations equal expectation for reporting of working hours. Additionally, with the development of the On-Call and Call-In policy, a more comprehensive policy document was necessary to distinguish between the framework for regular work, planned after-hours work and unplanned after-hours work.

FINANCIAL IMPACT

No financial impacts anticipated at this time.

Jeff Molenhuis, Director of Public Works

Shared Service Policy	 	Version: V1
Public Works		
Policy No: PWSS02		MT Council:
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On-Call and Call-In Policy

POLICY STATEMENT	The Township of North Huron and Municipality of Morris-Turnberry recognize that due to the requirement, at times, to provide 24/7 service and be responsive to time sensitive demands or emergency situations beyond regularly scheduled work hours in Public Works, employees and management may be required to be on-call or be called in to work. This policy does not apply for Call-In related to winter control response.
PURPOSE	The purpose of this policy is to ensure accurate and authorized payments for on-call and/or Call-In for employees and management. This policy defines on-call duties and Call-In procedures, eligibility, guarantees and response times. It confirms the remuneration practice for all employees who work on an on-call or Call-In basis, as well as outlines penalties for not adhering to the policy.
SCOPE	This policy applies to all permanent, temporary or contract full-time employees working within Public Works Shared Service in the Township of North Huron and Municipality of Morris-Turnberry, throughout the geographical areas of both municipalities.
DEFINITIONS	<p><u>Management</u></p> <p>The management team in the Public Works Shared Service, for the purpose of this policy, consists of the following: Director of Public Works, Manager of Operations, Operations Supervisor, Public Works Administrative Assistant, Foremen or Lead Hand.</p> <p><u>Employees</u></p> <p>Employees consist of Operators and students as necessary.</p> <p><u>On-call Supervisor (OCS)</u></p> <p>The member of Management or an Employee who is the scheduled on-call person. Acting in this role gives the individual the authority to make decisions, as well as the duty to act in relation to Public Works activities outside of the regular work hours.</p> <p>A member of the management team or an employee is considered to be the OCS when they are scheduled by the Management team for that particular time period as the OCS.</p> <p><u>Call-In</u></p> <p>A Call-In occurs when employee(s) are called to their workplace or are required to respond to a work location outside of their regular work hours.</p>

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	<p>This does not apply to Call-In related to winter control response. The OCS is required to use judgement as to what is a satisfactory response, and whether Call-In of themselves or additional Employees is necessary to resolve the situation. A primary Call-In is when the OCS is required to attend a work location. A secondary Call-In is when the OCS must contact other staff members to support the primary Call-In.</p> <p><u>On-Call Log</u></p> <p>An on-call log is included in the duty binder for the OCS to fill out as part of their duties. The log is to be completed for each OCS shift, and must include:</p> <ul style="list-style-type: none"> • All communication received to the communication device; • Nature of the communication received; • Actions performed by the OCS to respond; • Actions performed by the OCS to resolve the issue; • Staff response with respect to Call-In, if any; and • Time for the OCS or Call-In staff to resolve the issue. <p>The on-call log will be audited by the Foremen, Operations Supervisor, Manager of Operations or Director of Public Works at their discretion.</p>
TERMS AND CONDITIONS	<p><u>On-Call</u></p> <p>Duties: The duties of the OCS are as follows:</p> <ul style="list-style-type: none"> • They are required to carry and respond to a communication device (such as a cell phone or pager) particularly in addition to his or her regular work schedule; • They are required to respond to emergency or request situations based on a 24 hour/7 day week rotational system; • They are required to be available to resolve work related problems via another means (such as telephone, computer or fax) outside of his or her regular work schedule; and • They are required to respond to the on-call communication device within twenty (20) minutes of receiving a call; and • They are required to be available to report to a work location within forty-five (45) minutes of notification, outside of his or her regular work schedule. <p>The OCS is required to act with judgement to determine the level of response necessary. The expectation is that in limited circumstances, a</p>

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secondary Call-In will be required. It is at the discretion of the OCS. Further, the OCS must ensure judgement and decision making so that every call does not result in a Call-In. The OCS will act with judgment to direct the caller to regular business hours or determine the necessary course of action to resolve the issue.

The OCS must mark their timesheet by providing a mark in the box for the day they were acting on-call. The change of OCS duty will occur during the regular work day at some point during the regular the work week. The personnel being relieved of OCS duty will mark that day as an on-call day. The OCS may transfer their duty daily or semi-daily through-out their scheduled timeframe, or may exchange the timeframe of their duty with another OCS employee, at their discretion. It is the responsibility of the scheduled OCS to inform the Manager overseeing the schedule, ensure the schedule is updated and ensure the on-call communication device is documented to knowingly be in the possession of the person acting as OCS.

Eligibility: The duty is primarily for Management to organize and participate in an on-call rotational schedule. However, employees are also eligible for on-call duty at the approval of the Director of Public Works. Management and Employees are entitled to on-call pay provided they meet the above definitions and conditions. Management and Employees on-call must adhere to all North Huron and Morris-Turnberry organizational policies and procedures, as well as the Shared Service project policies and procedures. Management and Employees with on-call status are deemed to be the OCS, and therefore are deemed to have decision making authority and therefore must show judgement. Management and Employees acting as OCS may be eligible to take a work vehicle (truck) to their residence for use only in response to on-call or Call-In procedures. They cannot engage in any activity that would impair judgment or prohibit a response while on-call.

On-Call Pay: The following rate of pay structure is in place for Management or Employees performing in an OCS capacity:

- \$1.35 for every hour of on-call status outside of the regular hours of work, including weekdays (\$21.60/weekday, \$32.40/weekend day and holiday)

It is the primary duty of the OCS to respond or organize response to after-hours calls. If contact cannot be made with the OCS or if the OCS fails to perform the work required, *that individual is ineligible for on-call pay for the duration of the week of the failure to perform the on-call duty.*

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Call-In

Duties: The duties for Call-In staff are similar to their day to day duties in Public Works. The OCS will provide direction to the Call-In employees, and will be considered their supervisor for the duration of the Call-In. Employees have a maximum of ten (10) minutes to respond to the Call-In request from the OCS. In the event the request is not responded to in that time, the OCS will proceed to the next employee on the list to initiate Call-In request. The employee requested for Call-In must be able to attend the site within forty-five (45) minutes and must be a suitable state to work, without impaired judgement of any kind, otherwise the employee is ineligible for Call-In at that particular time.

Eligibility: All Management and Employees are eligible for secondary Call-In duty. They are considered to be on Call-In when they respond to a substantial work-related request from the OCS outside of their regular work schedule. It is important to note that the OCS is responsible for requesting and organizing the Call-In response. Management and Employees will not be considered Call-In if they have not been requested to attend a work site by the OCS or at the request of Management. Further, the OCS must show judgment on whether a primary or secondary Call-In is necessary. If a Call-In occurs where it may have been suitable to resolve over the phone or wait until regular business hours, at the discretion of the Manager, Call-In pay will not be provided.

A sign-up sheet is in place for management and employees to consent to participate in the Call-In policy and procedure. The list makes staff eligible for Call-In on a first-come first-served basis, and will be a rolling list of priority eligibility. In that sense, when a Call-In request results in the employee acting in a Call-In capacity, that employee will effectively be re-prioritized on the Call-In list as least priority. For periods where Call-In is not appropriately staffed, Management may assign Call-In duties to staff for a temporary period of time.

Call-In Pay: Pay in accordance with the Hours of Work, Banked Time and Overtime Policy under Shared Service. Time to and from the work location is considered eligible for payment. Minimum hours guarantee for Call-In outlined below. For situations where the Call-In employee is required to respond to additional after-hours incidents within the same Call-In day, the employee will not receive more than one (1) minimum guarantee, but will be remunerated in accordance with Hours of Work, Banked Time and Overtime Policy for Shared Service.

Guarantee: The Call-In guarantee for after-hours work where employee or management attendance at a work site is required is for a minimum three

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	(3) hours. Where multiple incidents requiring Call-In are reported in the same day, the employee or manager will only receive one (1) Call-In guarantee, and will be remunerated for the remainder of that day's time based on Hours of Work, Banked Time and Overtime Policy.
RESPONSIBILITIES	<p>The following positions are responsible for fulfilling the responsibilities detailed in this Policy as follows:</p> <ul style="list-style-type: none"> • The Management team will control the on-call scheduling and updates to the Call-In priority list; • All on-call or Call-In hours worked must be verified and authorized by the employee's immediate supervisor and documented accordingly through time-sheet submission; • The OCS will fill the on-call log; and • The Management team will audit the on-call log and communication device at various times throughout the year.
COMPLIANCE	<p>Failure to comply with this Policy and its associated Procedures as it relates to on-call duties will result in the Management or Employee with on-call or Call-In duties not being compensated, and may result in disciplinary action. If contact cannot be made with management or an employee who is on-call or if management or an employee who is on-call fails to perform the work required, <i>that individual is ineligible for on-call pay for the duration of the week of the failure to perform the on-call duty.</i> Documented record will be made for failure to perform on-call duties, and for continued non-compliance with the policy, escalated disciplinary action will be taken.</p>
RELATED DOCUMENTS	<p>The following related documents are referenced in this Policy:</p> <ol style="list-style-type: none"> 1. Employment Standards Act 2. Shared Service Hours of Work, Bank Time and Overtime Policy
HISTORY	<p>The policy was developed for the Shared Service project to align staff policy and procedure as it relates to on-call and Call-In duties. This policy supersedes the following:</p> <ol style="list-style-type: none"> 1. Morris-Turnberry Personnel Policy – Pager Pay 2. North Huron On-Call Policy

Shared Service Policy	 	
Public Works		
Policy No: PWSS02		
Form: On-Call Schedule and Sign-up Sheet		

2016			
Period Starting	On-Call Supervisor		Priority Call-In
2016-07-05			
2016-07-19			
2016-08-02			
2016-08-16			
2016-08-30			
2016-09-13			
2016-09-27			
2016-10-11			
2016-10-25			
2016-11-08			
2016-11-22			
2016-12-06			
2016-12-20			

PW Shared Service Policy	 	Version: V2
Hours of Work, Banked Time and Overtime		
Policy No: PWSS01		MT Council:
Page 1 of 4		NH Council:

Hours of Work, Banked Time and Overtime

POLICY STATEMENT	The Township of North Huron and Municipality of Morris-Turnberry recognizes the importance of establishing regular work hours for Public Works Shared Service employees, as well as establishing what qualifies for overtime pay and banked time.
PURPOSE	The purpose of this policy is to establish work hours, and to ensure accurate reporting of time for employees and management. This policy outlines penalties for not adhering to the policy.
SCOPE	This policy applies to all permanent, temporary or contract full-time employees working within Public Works Shared Service in the Township of North Huron and Municipality of Morris-Turnberry.
DEFINITIONS	<p><u>Management</u></p> <p>The management team in Public Works Shared Service consists of the following: Director of Public Works, Manager of Operations and Operations Supervisor.</p> <p><u>Non-Management (Employees)</u></p> <p>Employees consist of the Foremen, Lead Hands, Operators and students, as necessary. It also includes the Public Works Administrative Assistant.</p> <p><u>Standard Operations Period</u></p> <p>The Standard Operations period is the time between Winter Control and Winter Operations activities. This period is approximated to begin on April 16th and end on October 31st yearly.</p> <p><u>Winter Period</u></p> <p>The Winter Period signifies the start of Winter Operations and Winter Control. This period is approximated to begin on November 1st and end on April 15th yearly. This period signifies the timing for alternate work schedules based on the need for winter storm event response.</p> <p><u>Overtime</u></p> <p>Overtime is defined as working time over 44 hours within one work week. Only hours actually worked count towards any extra time or overtime. Vacation, sick days, public holidays, paid in lieu days taken, unpaid travel time etc. do not count as hours worked.</p>

PW Shared Service Policy	 	Version: V2
Hours of Work, Banked Time and Overtime		
Policy No: PWSS01		MT Council:
Page 2 of 4		NH Council:

	<p><u>Banked Time</u></p> <p>Banked time refers to hours worked over contracted hours but instead of being paid these hours at the time accrued, can be stored and taken as leave time in the future as agreed upon by management and the individual staff.</p>
TERMS AND CONDITIONS	<p><u>Standard Operations Regular Hours of Work:</u></p> <p>Standard Office Hours for Public Works Administration is 8:30 AM to 4:30 PM from Monday to Friday. Core hours for Public Works Operations is between 6:30 AM to 5:00 PM from Monday to Friday. The 5-day/8 hour Operations schedule may be planned anytime between the core hours, at the discretion of Management.</p> <p><u>Breaks and Lunch</u></p> <p>Employees are entitled to one (1) - 30 minute break for lunch and two (2) – 15 minute breaks throughout the work day. The 15 minute breaks are not be used to extend the lunch hour, or permit the Employee to come in late or leave early from the regular work schedule.</p> <p><u>Winter Period Hours of Work</u></p> <p>During Winter Operations, the hours of work may be required to adjust to respond to storm events and comply with Minimum Maintenance Standards. Additionally, individual scheduling may change depending on the role the Employee may be required to fulfill (patrol/salting/removal) at any time. Public Works Management may adjust Winter Period Hours of Work at their discretion.</p> <p><u>Call-In</u></p> <p>Call-In time is remunerated first with the minimum guarantee of three (3) hours. Any Call-In time over the minimum guarantee within the same work day will be remunerated according to the overtime details per below.</p> <p><u>Overtime</u></p> <p>Employees: How an Employee is paid, either salary or hourly, does not affect the overtime rules. Employees get an overtime premium as follows:</p>

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- 1.5 times regular rate of pay for any approved hours worked in a week greater than 44.
- 1.5 times regular rate of pay for any approved hours worked on a Saturday or Sunday, regardless of the hours worked in the previous week. Hours worked on a Saturday or Sunday are not counted towards the regular weekly overtime threshold of 44.
- 2.0 times the regular rate of pay for any approved hours worked on a recognized public holiday, regardless of the hours worked in the previous week. Hours worked on a public holiday are not counted towards the regular weekly overtime threshold of 44.

Banked Time

Managers: Hours worked greater than a normal work week will be banked as paid time off in lieu, at straight time (hour for hour), up to an accumulation of 80 hours in a calendar year and can be taken as paid time off.

Employees: Hours worked greater than a normal week:

- up to 44 hours – can be banked as paid time off in lieu, at straight time, up to an accumulation of 80 hours in a calendar year and taken as paid time off or paid out with the next pay as decided by the staff member.
- greater than 44 hours – can be banked as paid time off in lieu, 1.5 times the regular time, up to an accumulation of 80 hours in a calendar year (in the same account as above) and taken as paid time off or paid out with the next pay as decided by the staff member.

Eligibility

Managers: Are eligible for Banked Hours only.

Employees: Are eligible for Banked Hours and Overtime.

Exemptions

Managers: Do not receive an overtime premium for any overtime hours worked in a week.

Employees:

- Hours worked on a Saturday or Sunday are not counted towards the regular weekly overtime threshold of 44 hours.

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	<ul style="list-style-type: none"> Hours worked on a public holiday are not counted towards the regular weekly overtime threshold of 44 hours.
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RESPONSIBILITIES	<p>Managers: Are responsible to:</p> <ul style="list-style-type: none"> Review requests and approve or deny them for extra hours and banked hours in/out in advance. Review timesheets and approve or deny time submitted to ensure compliance with the approved request. <p>Employees: Are responsible for:</p> <ul style="list-style-type: none"> All extra hours worked greater than their normal work week to be approved in advance by their manager. Paid time off in lieu to be approved in advance by their supervisor. Input the information into their timesheet for appropriate accounting and tracking of the time used.
COMPLIANCE	<ul style="list-style-type: none"> All extra hours worked greater than 40 hours must be approved in advance by the individual employee's manager. Accumulated banked hours greater than 80 hours in a calendar year cannot be banked or paid out unless approved in extraordinary circumstances by the CAO or Administrator Clerk – Treasurer. Any paid time off in lieu outstanding at December 31 each year will not be paid out but can be carried over to the next year with the approval of the CAO. Any paid time off in lieu outstanding at termination for any reason will not be paid out.
RELATED DOCUMENTS	<p>The following related documents are referenced in this Policy:</p> <ol style="list-style-type: none"> Employment Standards Act Shared Service On-Call and Call-In Policy
HISTORY	<p>The policy was developed for the Shared Service project to align staff policy and procedure as it relates to hours of work, banked time and overtime. This policy supersedes the following:</p> <ol style="list-style-type: none"> Shared Service OT Policy

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Policy No: PWSS01		MT Council:
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TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis, Director of Public Works
DATE: 2016-10-03
SUBJECT: Public Works Department Activity Report
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the October 3, 2016 Public Works Department Activity Report for information.

EXECUTIVE SUMMARY

The Public Works department provides monthly updates to Council on activities within the department.

DISCUSSION

Administration and Shared Service	<ul style="list-style-type: none">• Rollout new timesheet format. Another phase of rollout will be forthcoming with more clearly defined jobs/locations. Working with staff to ensure clear communication and expectation on how to accurately fill out timesheets• Re-define timesheet jobs/locations to begin administratively allocating staff time directly to cost-centres and locations. Critical to set up our timesheet process to capture proper reporting of time to the right cost centres.• On-Call Policy and Hours of Work Policy development, approval and implementation• OCIF application reporting and form completion for MT and NH joint application• Clean Water and Wastewater Fund application – MT support and NH form completion• Health and Safety program review for NH and MT. Review training records and develop training plan for the fall. Review Terms of Reference to plan for aligning procedures and reduce administration/staff time while trying to maintain both policies
Development	<ul style="list-style-type: none">• NH Cowbell Brewery – on-going development processes, CBSA, watermain extension agreement coordination• NH Grandview Site – on-going development processes, finalizing servicing• Met with 3 prospective NH developers/builders to discuss approval requirements
Capital	<ul style="list-style-type: none">• Howson Dam EA – Study Commencement and preparation for PIC #1 on September 29. On-going project work to gather information and support the PIC.• Standpipe EA – Released RFP for consultant responses. RFP

	<p>closes on September 29th, anticipating NH council report recommending award on October 17 meeting.</p> <ul style="list-style-type: none"> • Westmoreland/Mill Street, Blyth – Working with consultant on re-design of watermain layout. Anticipate this will be a tendered capital job in 2017. • Patrick Street, Wingham – project nearing completion stage with base asphalt planned starting September 23rd. Some sidewalk work near Francis Street. • Blyth Well – initial stages of commissioning week of September 26th. Some deficiencies identified need to be resolved before formal commissioning. • St. Michaels Road reconstruction – met with utilities to determine plant relocation around Button Line. Blyth Creek culvert replaced on September 22nd/23rd. Reviewed site/design with Foreman to discuss logistics and timing. Spring road reconstruction appears the most likely timeframe. • Fuel Tank Removal – removal of fuel tanks complete at Morris shed and EW shed. Minor drainage work and final restoration ongoing. • Road Needs Study – coordination with consultant on roads related information to support study completion. Field staff did ride-alongs with BM Ross in August. Anticipate final report in late fall 2016. • OSIMS/Bridge needs – work not yet underway. Anticipating fall timeframe for bridge field work, with final reporting in late fall. • NH CCTV/Sewer Camera Work – Draft RFQ and review internally. Working with Veolia within contract terms on field oversight of contractor, logistics on flushing/decanting and timing. Will likely need to defer this work until 2017.
Roads	<ul style="list-style-type: none"> • Winter Control – shared service review of winter operational activities. Posted temporary full time / part time positions to support general winter operations and ensure compliance with Minimum Maintenance Standards. • Streetlight – held conference call with RealTerm/LAS regarding NH replacement proposal submitted in March 2016. A separate report will be put forward to NH Council in 2016 recommending action. Working with RealTerm/Hydro One on account changes for MT replacement program, in the final stages of project completion • Signs – working to complete retro-reflectivity testing per Minimum Maintenance Standard requirements. Held discussions with a consultant to help verify equipment accuracy
Water/Wastewater	<ul style="list-style-type: none"> • Met with Veolia to discuss the first few months of the NH contract, and to discuss other services that Veolia can provide related to Asset Management planning and asset condition evaluation. • Revised locate/1Call procedure for Belgrave/Wingham/Blyth water/wastewater systems in consultation with Veolia field staff. Shared Service admin is now the centralized administrative point for ensuring locate completion and 360 Feedback compliance. • Scheduled 2017 Capital program review with Veolia.

	<ul style="list-style-type: none"> • Scheduling 36 month Risk Assessment Meetings for both NH and MT • Worked with Veolia, Conservation Authority Risk Management Officer to respond to Risk Assessment requirements. Sent response letter to Ministry for Blyth, Wingham and Belgrave systems.
Landfill/Solid Waste	<ul style="list-style-type: none"> • Reviewed current NH waste collection contract. Held discussions with existing contractor and other potential contractors on likelihood of bid and logistics of contract timing. A separate report will be brought forward to NH Council in 2016. • Fall Leaf Collection is scheduled for October 3rd, 17th, November 7th and 14th. Notice was sent to the public. • Met on site with consultant at Morris Landfill to discuss site activity and meeting operational requirements. Reviewed operational activities with staff, including contracted work, in preparation for analyzing this stream of business. A separate report will be brought forward to MT Council in 2016 analyzing landfill operations with recommendations for improvement.
Cemetery	<ul style="list-style-type: none"> • Brief review of business/operations model to understand current operational and maintenance activity.
Drainage	<ul style="list-style-type: none"> • Met internally to review the business model for drainage services.
Equipment and Vehicles	<ul style="list-style-type: none"> • Follow-up on Truck RFP award, initiate the purchase process. Meet with proponent/Foreman to review the bid unit and final review of specification list. • Comprehensive review of vehicle/equipment list in NH and MT, including shop/facility related equipment no longer in use. Coordinate with Gov-Deals to post surplus equipment for sale. • NH had two significant equipment repairs that expended the NH equipment budget in 2016. A separate report to NH council will be required for allocation of funds.

FINANCIAL IMPACT

No immediate financial impact at this time.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

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



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043436 Date 21/09/2016 Amount 35.80				
004158 PRESTON EADIE	04/29/2015	26/05/2015	TRAINING- DAYCAMP	35.80
		Invoice Count	1 Total	35.80
Cheque 043437 Date 29/09/2016 Amount 361.60				
002993 HANOVER PARKS, RECREATION & CUL	153897	28/09/2016	POOL- PROPANE TRAINING	361.60
		Invoice Count	1 Total	361.60
Cheque 043438 Date 04/10/2016 Amount 3,943.70				
004552 ADVANATAGE INSULATION INC.	2289	28/09/2016	AIRPORT- SPRAY FOAM INSL	3,943.70
		Invoice Count	1 Total	3,943.70
Cheque 043439 Date 04/10/2016 Amount 400.00				
004551 ANGIE CAMPBELL	03	28/09/2016	CEMETERY - GRASS CUTTING	400.00
		Invoice Count	1 Total	400.00
Cheque 043440 Date 04/10/2016 Amount 7,063.63				
003361 ART'S LANDSCAPING,NURSERY & GAR	25763A	28/09/2016	ROADS - THUELL ST. ASPHALT	7,063.63
		Invoice Count	1 Total	7,063.63
Cheque 043441 Date 04/10/2016 Amount 1,072.12				
000099 CANADIAN RED CROSS	IN00338085	28/09/2016	REC PROGRAMS- SUPPLIES	212.45
000099 CANADIAN RED CROSS	IN00337237	28/09/2016	ESTC-EMR UPGRADE COURSE	859.67
		Invoice Count	2 Total	1,072.12
Cheque 043442 Date 04/10/2016 Amount 451.07				
003997 CDW CANADA INC	FGS5351	28/09/2016	BUILD DEPT - LVO WARRANT	193.70
003997 CDW CANADA INC	FFT0251	28/09/2016	POLICE- SHELVES	257.37
		Invoice Count	2 Total	451.07
Cheque 043443 Date 04/10/2016 Amount 401.15				
004328 CIMCO REFRIGERATION	90540932	28/09/2016	ARENA W- REFRIGERATION	401.15
		Invoice Count	1 Total	401.15
Cheque 043444 Date 04/10/2016 Amount 135.60				
004555 CLINTON BODY SHOP	8598	28/09/2016	INSURANCE DEDUCTIBLE	135.60
		Invoice Count	1 Total	135.60
Cheque 043445 Date 04/10/2016 Amount 430.08				
000151 COCA COLA REFRESHMENTS CANADA	45689901	29/09/2016	CONC B/HALL B- SUPPLIES	430.08
		Invoice Count	1 Total	430.08
Cheque 043446 Date 04/10/2016 Amount 570.58				

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Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004392 CORE MARK	2580498	28/09/2016	CONC W- SUPPLIES	570.58
			Invoice Count 1 Total	570.58
Cheque 043447 Date 04/10/2016 Amount 128.00				
004550 COTTRILL HEAVY EQUIPMENT & SHAM ISVC014501		28/09/2016	ROADS - EMISSION TEST	128.00
			Invoice Count 1 Total	128.00
Cheque 043448 Date 04/10/2016 Amount 395.32				
004536 COUNTRY AIR & REPAIR INC.	128939	28/09/2016	ROADS - THERMOSTAT SWIT	395.32
			Invoice Count 1 Total	395.32
Cheque 043449 Date 04/10/2016 Amount 17.85				
001558 COX SIGNS	26610	28/09/2016	LIVING TREE LEAF	17.85
			Invoice Count 1 Total	17.85
Cheque 043450 Date 04/10/2016 Amount 719.36				
004335 CRS CONTRACTORS RENTAL SUPPLY	1243731	28/09/2016	ROADS - BLADE	418.10
004335 CRS CONTRACTORS RENTAL SUPPLY	1233910	28/09/2016	ROADS - CURB STAKES & JO	301.26
			Invoice Count 2 Total	719.36
Cheque 043451 Date 04/10/2016 Amount 2,194.03				
000885 DEAN'S VALU-MART	641-0258	29/09/2016	EL- FOOD SUPPLIES	125.96
000885 DEAN'S VALU-MART	641-5622	29/09/2016	DC- FOOD SUPPLIES	370.58
000885 DEAN'S VALU-MART	641-8573	29/09/2016	DC- VEGETABLE OIL	23.96
000885 DEAN'S VALU-MART	641-7579	29/09/2016	EL- FOOD SUPPLIES	122.45
000885 DEAN'S VALU-MART	641-2457	29/09/2016	EL-FOOD SUPPLIES	118.10
000885 DEAN'S VALU-MART	641-8864	29/09/2016	BA-MR- FOOD SUPPLIES	256.82
000885 DEAN'S VALU-MART	641-7948	29/09/2016	DC-FOOD SUPPLIES	334.02
000885 DEAN'S VALU-MART	642-2182	29/09/2016	CONC W- SUPPLIES	18.45
000885 DEAN'S VALU-MART	641-6191	29/09/2016	DC- FOOD SUPPLIES	43.71
000885 DEAN'S VALU-MART	641-6712	29/09/2016	DC- FOOD SUPPLIES	343.68
000885 DEAN'S VALU-MART	641-0761	29/09/2016	BAMR- FOOD SUPPLIES	164.30
000885 DEAN'S VALU-MART	641-9669	29/09/2016	BAMR- FOOD SUPPLIES	122.37
000885 DEAN'S VALU-MART	641-6637	29/09/2016	EL-FOOD SUPPLIES	146.97
000885 DEAN'S VALU-MART	641-1013	29/09/2016	EL- APPLES	2.66
			Invoice Count 14 Total	2,194.03
Cheque 043452 Date 04/10/2016 Amount 60.00				
004554 DESIREE GOOD	9-21-2016	28/09/2016	REFUND REC DAY CAMP	60.00
			Invoice Count 1 Total	60.00
Cheque 043453 Date 04/10/2016 Amount 1,108.87				
002183 DONNELLY & MURPHY	44681	28/09/2016	PROPERTY STANDARDS ISSI	113.00
002183 DONNELLY & MURPHY	44684	28/09/2016	ANIMAL CONTROL- DOG PRC	63.28
002183 DONNELLY & MURPHY	44686	28/09/2016	ANIMAL CONTROL- BI-LAW PI	237.30
002183 DONNELLY & MURPHY	44682	29/09/2016	AUGUST LEGAL FEES	563.64
002183 DONNELLY & MURPHY	44683	29/09/2016	LEGAL FEES 14/19 AGREEME	56.50

Accounts Payable

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Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
002183 DONNELLY & MURPHY	44685	29/09/2016	LEGAL FEES- MEM HALL LEA	75.15
			Invoice Count 6 Total	1,108.87
Cheque 043454 Date 04/10/2016 Amount 38.00				
000218 ERNIE KING MUSIC (1993) LTD.	13555	29/09/2016	COMPLEX- APOX 850 MIC	38.00
			Invoice Count 1 Total	38.00
Cheque 043455 Date 04/10/2016 Amount 147.14				
001590 G & K SERVICES CANADA INC.	1518594451	28/09/2016	ARENA B- MATS	147.14
			Invoice Count 1 Total	147.14
Cheque 043456 Date 04/10/2016 Amount 286.94				
000249 GREEN'S MEAT MARKET	11009	29/09/2016	DC- MEAT PRODUCTS	286.94
			Invoice Count 1 Total	286.94
Cheque 043457 Date 04/10/2016 Amount 3,468.55				
004549 GSS ENGINEERING CONSULTANTS LTI 198-16		28/09/2016	ROADS - HOWSON DAM EA	3,468.55
			Invoice Count 1 Total	3,468.55
Cheque 043458 Date 04/10/2016 Amount 315.97				
004556 HELEN CURRIE	416566	28/09/2016	REFUND- MEDICAL	315.97
			Invoice Count 1 Total	315.97
Cheque 043459 Date 04/10/2016 Amount 241.82				
004557 HERMAN MOOY	756- Greyhaven	29/09/2016	PARK B- JOHN DEERE FLOWI	241.82
			Invoice Count 1 Total	241.82
Cheque 043460 Date 04/10/2016 Amount 25.99				
004533 JANESEA SMITH	9-2-2016	29/09/2016	DC- PROGRAM SUPPLIES	25.99
			Invoice Count 1 Total	25.99
Cheque 043461 Date 04/10/2016 Amount 192.08				
001982 K. G. ELECTRONICS	28303	29/09/2016	DC- REPAIR OVEN	192.08
			Invoice Count 1 Total	192.08
Cheque 043462 Date 04/10/2016 Amount 144.00				
002258 MARIA WALDEN	8-22-2016	29/09/2016	OEY- MILEAGE	144.00
			Invoice Count 1 Total	144.00
Cheque 043463 Date 04/10/2016 Amount 82.47				
004426 MICHELE MASOWA	1715	28/09/2016	CONC B- SUPPLIES- THRESH	82.47
			Invoice Count 1 Total	82.47
Cheque 043464 Date 04/10/2016 Amount 27.12				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004553 MILDRED PURDON	417064	28/09/2016	REFUND- WRONG PAYMENT	27.12
			Invoice Count 1 Total	27.12
Cheque 043465 Date 04/10/2016 Amount 2,116.44				
003138 OWEN SOUND POLICE SERVICES	2707-16	28/09/2016	POLICE- DISPATCH SERVICE	2,116.44
			Invoice Count 1 Total	2,116.44
Cheque 043466 Date 04/10/2016 Amount 817.56				
002127 P E INGLIS HOLDINGS INC.	24257	28/09/2016	AIRPORT- PUMP SEPTIC TAN	817.56
			Invoice Count 1 Total	817.56
Cheque 043467 Date 04/10/2016 Amount 91.75				
001314 PETTY CASH-WINGHAM EARLY YRS	338147	29/09/2016	OEY- PETTY CASH	91.75
			Invoice Count 1 Total	91.75
Cheque 043468 Date 04/10/2016 Amount 26.06				
000520 PUROLATOR COURIER LTD	432340197	28/09/2016	ROADS - COURIER	5.82
000520 PUROLATOR COURIER LTD	432404570	28/09/2016	ESTC- COURIER SERVICE	14.52
000520 PUROLATOR COURIER LTD	432276419	28/09/2016	REC- COURIER SERVICE	5.72
			Invoice Count 3 Total	26.06
Cheque 043469 Date 04/10/2016 Amount 96.16				
003875 QUEENS BAKERY	I-61351	28/09/2016	ESTC- LUNCH FOR TRAINING	96.16
			Invoice Count 1 Total	96.16
Cheque 043470 Date 04/10/2016 Amount 22.01				
000508 REXALL PHARMA PLUS	356294	29/09/2016	ADMIN- OFFICE SUPPLIES	22.01
			Invoice Count 1 Total	22.01
Cheque 043471 Date 04/10/2016 Amount 703.79				
004198 RICCO FOOD DISTRIBUTOR	326641	29/09/2016	POOL/CONC W - SUPPLIES	703.79
			Invoice Count 1 Total	703.79
Cheque 043472 Date 04/10/2016 Amount 438.14				
000272 RONA HODGINS	97149	28/09/2016	ROADS - CONCRETE STONE	21.47
000272 RONA HODGINS	98376	28/09/2016	ROADS - SMALL TOOLS	108.15
000272 RONA HODGINS	98399	28/09/2016	ROADS - IMPACT SOCKETS	15.12
000272 RONA HODGINS	98438	28/09/2016	ROADS - CONCRETE STONE	20.39
000272 RONA HODGINS	98445	28/09/2016	ROADS - RETURN CREDIT	-14.41
000272 RONA HODGINS	98476	28/09/2016	ROADS - BOARDS FOR OIL S	33.89
000272 RONA HODGINS	98490	28/09/2016	ROADS - BOARDS FOR OIL S	109.76
000272 RONA HODGINS	97494	28/09/2016	ROADS - CONCRETE STONE	20.39
000272 RONA HODGINS	97817	28/09/2016	ROADS - SHOVEL	37.28
000272 RONA HODGINS	98117	28/09/2016	ROADS - EW SHOP MIX KWIL	17.52
000272 RONA HODGINS	97603	28/09/2016	FIRE- RUBBER Mallet, CAU	60.25

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000272 RONA HODGINS	98342	29/09/2016	COMPLEX- NEEDLE VALVE	8.33
			Invoice Count 12 Total	438.14
Cheque 043473 Date 04/10/2016 Amount 74.48				
002640 SCHMIDT'S POWER EQUIPMENT	21913	28/09/2016	ROADS - WEEDEATERS	74.48
			Invoice Count 1 Total	74.48
Cheque 043474 Date 04/10/2016 Amount 537.96				
000569 SCRIMGEOUR'S FOOD MARKET	03011506532	28/09/2016	CONC B- FOOD SUPPLIES- TI	382.83
000569 SCRIMGEOUR'S FOOD MARKET	03011508625	28/09/2016	CONC B- SUPPLIES	59.94
000569 SCRIMGEOUR'S FOOD MARKET	03011508764	28/09/2016	CONC B- SUPPLIES- THRESH	95.19
			Invoice Count 3 Total	537.96
Cheque 043475 Date 04/10/2016 Amount 47.00				
004547 ST. HELENS' WOOD PRODUCTS	95	28/09/2016	ROADS - 06-06 DUMP TRUCK	47.00
			Invoice Count 1 Total	47.00
Cheque 043476 Date 04/10/2016 Amount 31.64				
004333 TAYLOR MORRISON	9-19-2016	28/09/2016	DC- SUPPLIES FOR INFANT F	31.64
			Invoice Count 1 Total	31.64
Cheque 043477 Date 04/10/2016 Amount 435.05				
000628 TECHNICAL STANDARDS & SAFETY AL	2910667	29/09/2016	ARENA B- REFRIGERATION II	435.05
			Invoice Count 1 Total	435.05
Cheque 043478 Date 04/10/2016 Amount 68.08				
003270 TRISHA MCLEAN	9-5-2016	29/09/2016	DAYCARE- SUPPLIES	68.08
			Invoice Count 1 Total	68.08
Cheque 043479 Date 04/10/2016 Amount 248.24				
000672 VALERIE WATSON	9-29-2016	29/09/2016	DC- MILEAGE/TRAINING	248.24
			Invoice Count 1 Total	248.24
Cheque 043480 Date 04/10/2016 Amount 269.17				
002667 WEST COAST DISTRIBUTING	1051728	28/09/2016	CONC B- SUPPLIES	269.17
			Invoice Count 1 Total	269.17
Cheque 043481 Date 04/10/2016 Amount 542.40				
000691 WIGHTMAN TELECOM	12012499 2016	28/09/2016	MUSEUM - SECURITY MONIT	271.20
000691 WIGHTMAN TELECOM	12013797-2016	28/09/2016	ARENA/HALL B-SECURITY MC	271.20
			Invoice Count 2 Total	542.40
Cheque 043482 Date 04/10/2016 Amount 10.00				
002624 WINGHAM POLICE SERVICE	9-26-2016	29/09/2016	COMPLEX- POLICE CHECKS	10.00
			Invoice Count 1 Total	10.00

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor		Invoice	Entry	Invoice	Invoice
Number	Name	Number	Date	Description	Amount

Report Total	31,034.77
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Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 004703 Date 21/09/2016 Amount 49,262.10				
004513 XTERRA CONSTRUCTION INC	4 BLYTH WELL	16/09/2016	PAYMENT CERTIFICATE # 4	49,262.10
			Invoice Count 1 Total	49,262.10
Cheque 004704 Date 21/09/2016 Amount 100.00				
004459 DAVID HERSHEY	443 MILL ST	08/02/2016	ACCOUNT OVERPAYMENT	100.00
			Invoice Count 1 Total	100.00
Cheque 004705 Date 21/09/2016 Amount 14,540.78				
004546 T&T POWER GROUP	100008541	21/09/2016	REPLACE GENERATOR END	14,540.78
			Invoice Count 1 Total	14,540.78
Cheque 004706 Date 21/09/2016 Amount 5,934.41				
002512 TOWNSHIP OF NORTH HURON	52539	21/09/2016	AUGUST WAGES/BENEFITS	5,934.41
			Invoice Count 1 Total	5,934.41
Cheque 004707 Date 21/09/2016 Amount 143,827.13				
000897 TOWNSHIP OF NORTH HURON SEWER	52604	21/09/2016	AUGUST SEWER BILLING	143,827.13
			Invoice Count 1 Total	143,827.13
Cheque 004708 Date 21/09/2016 Amount 1,158.59				
000113 CARSON SUPPLY	S1457425.002	21/09/2016	INVENTORY WINGHAM SHOF	646.27
000113 CARSON SUPPLY	S1457425.004	21/09/2016	HYDRANT TRAFFIC FLANGE	29.15
000113 CARSON SUPPLY	S1461743.001	21/09/2016	VALVE BOXES - BLYTH	483.17
			Invoice Count 3 Total	1,158.59
Report Total				214,823.01

Accounts Payable

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

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000500 Date 21/09/2016 Amount 737.30				
003295 GLOBAL PAYMENTS	5452	21/09/2016	ADMIN OFFICE DEBIT FEES	73.90
003295 GLOBAL PAYMENTS	3495 08/31	21/09/2016	REC CREDIT/DEBIT FEES	630.50
003295 GLOBAL PAYMENTS	29033	21/09/2016	LANDFILL DEBIT FEES	32.90
Invoice Count 3 Total				737.30
Cheque 000501 Date 21/09/2016 Amount 46,096.73				
001365 TOWNSHIP OF NORTH HURON WATER	52210	21/09/2016	WATER ARREARS ADDED TC	46,096.73
Invoice Count 1 Total				46,096.73
Cheque 000502 Date 19/09/2016 Amount 9,829.35				
000294 HYDRO ONE NETWORKS INC	July 2016-4216	19/09/2016	18720 KWH- BLYTH COMM CE	3,678.58
000294 HYDRO ONE NETWORKS INC	August 2016-8056	19/09/2016	4213.8 KWH- ESTC/FIRE	987.71
000294 HYDRO ONE NETWORKS INC	August 2016-8593	19/09/2016	12.552 KWH- ESTC PROGRAM	37.34
000294 HYDRO ONE NETWORKS INC	August 2016-1532	19/09/2016	84 KWH- CEMETERY	52.79
000294 HYDRO ONE NETWORKS INC	August 2016-3023	19/09/2016	1718.8 KWH-AIRPORT	432.90
000294 HYDRO ONE NETWORKS INC	July 2016-8446	19/09/2016	20000 KWH- MEM HALL	4,384.35
000294 HYDRO ONE NETWORKS INC	August 2016-1693	19/09/2016	538 KWH- HUTTON ST LIGHT	145.36
000294 HYDRO ONE NETWORKS INC	August 2016-8480	19/09/2016	396 KWH- AUBURN ST LIGHT	110.32
Invoice Count 8 Total				9,829.35
Cheque 000503 Date 20/09/2016 Amount 1,856.99				
003224 HURONTEL	10886810- 9-16	20/09/2016	TOWN HALL TELEPHONE/FA	663.69
003224 HURONTEL	10886813-9-16	20/09/2016	EY- TELEPHONE/INTERNET	158.66
003224 HURONTEL	10886815-9-16	20/09/2016	AIRPORT TELEPHONE/INTER	103.53
003224 HURONTEL	10886860-9-16	20/09/2016	P/W- TELEPHONE/INTERNET	97.25
003224 HURONTEL	20886812-9-16	20/09/2016	REC ADMIN- TELEPHONE/INT	325.26
003224 HURONTEL	10886818-9-16	20/09/2016	FIREHALL W- TELEPHONE/IN	153.63
003224 HURONTEL	10885850-9-16	20/09/2016	EC DEV- CELL PHONE	89.37
003224 HURONTEL	10886858-9-16	20/09/2016	POLICE- TELEPHONE/INTER	236.71
003224 HURONTEL	10886861-9-16	20/09/2016	MUSEUM TELEPHONE	28.89
Invoice Count 9 Total				1,856.99
Cheque 000504 Date 20/09/2016 Amount 374.61				
000294 HYDRO ONE NETWORKS INC	August 2016-8461	20/09/2016	231 KWH- AIRPORT LIGHTS	66.14
000294 HYDRO ONE NETWORKS INC	August 2016-7867	20/09/2016	169.3680 KWH- 850 JOSEPHIN	68.12
000294 HYDRO ONE NETWORKS INC	August 2016-8882	20/09/2016	896 KWH- BELGRAVE ST LIG	240.35
Invoice Count 3 Total				374.61
Cheque 000505 Date 23/09/2016 Amount 272.23				
002697 TUCKERSMITH COMMUNICATIONS	11283710- 9-16	23/09/2016	P/W- TELEPHONE INTERNET	117.15
002697 TUCKERSMITH COMMUNICATIONS	11283708-9-16	23/09/2016	ESTC- TELEPHONE	57.74
002697 TUCKERSMITH COMMUNICATIONS	11283616-9-16	23/09/2016	MEM HALL/BLYTH CC TELEP	97.34
Invoice Count 3 Total				272.23
Cheque 000506 Date 26/09/2016 Amount 28.79				

Accounts Payable

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

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
003329 EASTLINK	01191113	26/09/2016	EL- TELEPHONE	28.79
			Invoice Count 1 Total	28.79
Cheque 000507 Date 26/09/2016 Amount 2,889.68				
000294 HYDRO ONE NETWORKS INC	August 2016-0983	26/09/2016	5120 KWH- 8 CAMP ENTRANC	2,203.55
000294 HYDRO ONE NETWORKS INC	August 2016-1401	26/09/2016	824.0658 KWH- 39498 BELGR	226.08
000294 HYDRO ONE NETWORKS INC	August 2016-4071	26/09/2016	702.855 KWH- 377 GYPSY LAI	188.87
000294 HYDRO ONE NETWORKS INC	August 2016-2950	26/09/2016	241.97 KWH- 435 QUEEN ST	89.30
000294 HYDRO ONE NETWORKS INC	August 2016-4633	26/09/2016	.0306 KWH- 377 GYPSY OTH	34.47
000294 HYDRO ONE NETWORKS INC	August 2016-7304	26/09/2016	135.15 KWH- 423 MILL ST	65.55
000294 HYDRO ONE NETWORKS INC	August 2016-6627	26/09/2016	207.54 KWH- 429 MILL ST	81.86
			Invoice Count 7 Total	2,889.68
Cheque 000508 Date 26/09/2016 Amount 38,733.08				
000535 RECEIVER GENERAL	9-22-2016-PT	26/09/2016	PT PAYROLL REMITTANCE	8,955.99
000535 RECEIVER GENERAL	9-22-2016-Council	26/09/2016	COUNCIL PAYROLL REMITTA	160.04
000535 RECEIVER GENERAL	9-22-2016-Fire	26/09/2016	FIRE PAYROLL REMITTANCE	185.00
000535 RECEIVER GENERAL	9-22-2016-FT	26/09/2016	FT PAYROLL REMITTANCE	29,432.05
			Invoice Count 4 Total	38,733.08
Cheque 000509 Date 26/09/2016 Amount 3,497.44				
000687 WESTARIO POWER INC.	300225148	26/09/2016	5917 KWH- 166 JOHN ST	1,128.67
000687 WESTARIO POWER INC.	2103421954	26/09/2016	981 KWH- 445 JOSEPHINE ST	214.06
000687 WESTARIO POWER INC.	2103421984	26/09/2016	378 KWH- 250 JOHN ST ST LT	93.49
000687 WESTARIO POWER INC.	2103422014	26/09/2016	1286.97 KWH- ALF & JOS ST L	231.55
000687 WESTARIO POWER INC.	2103422013	26/09/2016	2008 KWH- VIC & JOS ST LTS	344.40
000687 WESTARIO POWER INC.	2103422004	26/09/2016	309.98 KWH- JOS ST LTS	79.03
000687 WESTARIO POWER INC.	2103421960	26/09/2016	309.91- CRUICKSHANK PARK	87.56
000687 WESTARIO POWER INC.	2103422010	26/09/2016	497 KWH- SNACK BAR	114.26
000687 WESTARIO POWER INC.	2103422011	26/09/2016	1160 KWH- BALL PARK	208.44
000687 WESTARIO POWER INC.	2103421953	26/09/2016	1019 KWH- FIRE HALL W	215.93
000687 WESTARIO POWER INC.	2103421948	26/09/2016	3474 KWH- MUSEUM	739.34
000687 WESTARIO POWER INC.	2103422001	26/09/2016	57 KWH- PUMP HOUSE	40.71
			Invoice Count 12 Total	3,497.44
Cheque 000510 Date 26/09/2016 Amount 1,481.00				
004311 TELUS	8-31-2016	26/09/2016	CELL PHONE CHARGES	1,481.00
			Invoice Count 1 Total	1,481.00
Cheque 000511 Date 27/09/2016 Amount 82.44				
000052 BELL CANADA	9-1-2016	27/09/2016	POLICE TELEPHONE- 519-357	82.44
			Invoice Count 1 Total	82.44
Cheque 000512 Date 27/09/2016 Amount 379.39				
000053 BELL MOBILITY	9-8-2016	27/09/2016	POLICE CELL PHONE CHARG	379.39
			Invoice Count 1 Total	379.39
Cheque 000513 Date 27/09/2016 Amount 18,872.13				

Accounts Payable

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

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor		Invoice	Entry	Invoice			Invoice
Number	Name	Number	Date	Description			Amount
003888	EQUITABLE LIFE OF CANADA	10-1-2016	27/09/2016	OCTOBER PREMIUM			18,872.13
				Invoice Count	1	Total	18,872.13
Cheque		000514	Date	27/09/2016	Amount	2,872.41	
000444	MUNICIPALITY OF MORRIS TURNBERR	Tax- September 29-16	27/09/2016	40647 AMBERLEY ROAD TAXI			2,872.41
				Invoice Count	1	Total	2,872.41
Cheque		000515	Date	27/09/2016	Amount	132.21	
000594	SPARLINGS PROPANE	88550105-G46714	27/09/2016	ARENA W- PROPANE			132.21
				Invoice Count	1	Total	132.21
Cheque		000516	Date	27/09/2016	Amount	7,900.53	
000721	W S I B	August 2016	27/09/2016	AUGUST 2016 PREMIUM			7,900.53
				Invoice Count	1	Total	7,900.53
Cheque		000517	Date	27/09/2016	Amount	130.43	
001365	TOWNSHIP OF NORTH HURON WATER	233081	27/09/2016	WATER REV TO TAX ACCOUNT			130.43
				Invoice Count	1	Total	130.43
Cheque		000518	Date	29/09/2016	Amount	167.26	
001365	TOWNSHIP OF NORTH HURON WATER	11615708	29/09/2016	WATER PAID TO TAX ACCOUNT			167.26
				Invoice Count	1	Total	167.26
Cheque		000519	Date	29/09/2016	Amount	3,537.31	
000687	WESTARIO POWER INC.	2103430146	29/09/2016	JOSEPHINE ST- ST LIGHTS			156.61
000687	WESTARIO POWER INC.	300225486	29/09/2016	11397.45 KWH- TOWN HALL/F			1,978.22
000687	WESTARIO POWER INC.	2103430142	29/09/2016	3028.48 KWH- LIBRARY			561.43
000687	WESTARIO POWER INC.	2103430139	29/09/2016	4680.18 KWH- DAY CARE			841.05
				Invoice Count	4	Total	3,537.31
Report Total							139,871.31

Accounts Payable

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

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000398 Date 21/09/2016 Amount 51.16				
003924 GLOBAL PAYMENTS	6710	21/09/2016	DEBIT MACHINE FEES	51.16
			Invoice Count 1 Total	51.16
Cheque 000399 Date 20/09/2016 Amount 100.73				
000052 BELL CANADA	9942 09/2016	20/09/2016	357-9942 MONTHLY ACCT	100.73
			Invoice Count 1 Total	100.73
Cheque 000400 Date 20/09/2016 Amount 1,838.91				
000687 WESTARIO POWER INC.	2103430143	20/09/2016	WELL 3 AUGUST USAGE	1,470.76
000687 WESTARIO POWER INC.	2103422000	20/09/2016	435 MINNIE ST AUG USAGE	181.58
000687 WESTARIO POWER INC.	2103422021	20/09/2016	STANDPIPE AUGUST USAGE	186.57
			Invoice Count 3 Total	1,838.91
Cheque 000401 Date 27/09/2016 Amount 248.60				
004311 TELUS	08/2016	27/09/2016	MONTHLY CELL PHONES	248.60
			Invoice Count 1 Total	248.60
Cheque 000402 Date 27/09/2016 Amount 730.94				
002512 TOWNSHIP OF NORTH HURON	235635 STEVENSON	27/09/2016	TAXES PAID TO WATER ACC	730.94
			Invoice Count 1 Total	730.94
Report Total				2,970.34

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500097 Date 04/10/2016 Amount 154.61				
000925 AQUAM SPECIALISTE AQUATIQUE	240550	28/09/2016	AQUATICS- VESTS	154.61
			Invoice Count 1 Total	154.61
Cheque 500098 Date 04/10/2016 Amount 24.86				
000065 BLYTH DECOR SHOPPE	8-16-2016	28/09/2016	ARENA B- EQUIP REPAIR	24.86
			Invoice Count 1 Total	24.86
Cheque 500099 Date 04/10/2016 Amount 371.10				
000126 C.G. EQUIPMENT	IV08889	28/09/2016	ROADS - PARTS	371.10
			Invoice Count 1 Total	371.10
Cheque 500100 Date 04/10/2016 Amount 2,689.17				
000146 CLIFF'S PLUMBING & HEATING	26538	29/09/2016	FITNESS- AC NOT WORKING	450.12
000146 CLIFF'S PLUMBING & HEATING	27025	29/09/2016	POOL-POOL NOT HEATING	1,735.83
000146 CLIFF'S PLUMBING & HEATING	27090	29/09/2016	HALL B- AC NOT WORKING	232.02
000146 CLIFF'S PLUMBING & HEATING	27091	29/09/2016	ESTC- FIRE- GREASE TRAP F	271.20
			Invoice Count 4 Total	2,689.17
Cheque 500101 Date 04/10/2016 Amount 300.00				
001642 EMILY PHILLIPS	9-21-2016	28/09/2016	3 WEDDINGS	300.00
			Invoice Count 1 Total	300.00
Cheque 500102 Date 04/10/2016 Amount 207.35				
000221 FIRE MONITORING OF CANADA INC	39873	28/09/2016	DAY CARE- FIRE INSPECTION	207.35
			Invoice Count 1 Total	207.35
Cheque 500103 Date 04/10/2016 Amount 5,673.52				
000322 JOE KERR LTD	W46820	28/09/2016	ROADS-06-06 DIFFERENTIAL	5,673.52
			Invoice Count 1 Total	5,673.52
Cheque 500104 Date 04/10/2016 Amount 36.00				
000343 KATHY ADAMS	9-28-2016	28/09/2016	ADMIN- MILEAGE	36.00
			Invoice Count 1 Total	36.00
Cheque 500105 Date 04/10/2016 Amount 46.44				
000350 KIM SCHOLL	9-16-2016	29/09/2016	AQUATICS- MILEAGE	46.44
			Invoice Count 1 Total	46.44
Cheque 500106 Date 04/10/2016 Amount 506.32				
000352 KITSUPPLY	137409	28/09/2016	DAY CARE-JANITORIAL SUPP	157.19
000352 KITSUPPLY	137775	28/09/2016	AIRPORT - GARBAGE BAGS	31.08
000352 KITSUPPLY	137658	28/09/2016	COMPLEX JANITOIRAL SUPP	318.05
			Invoice Count 3 Total	506.32
Cheque 500107 Date 04/10/2016 Amount 717.58				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000372 LIFESAVING SOCIETY	M115428	28/09/2016	AQUATICS- LANYARDS	115.54
000372 LIFESAVING SOCIETY	M115321	28/09/2016	AQUATICS- LIFESAVING MAN	546.54
000372 LIFESAVING SOCIETY	144742	29/09/2016	AQUATICS- STANDARD CPR-	55.50
Invoice Count 3 Total				717.58
Cheque 500108 Date 04/10/2016 Amount 138.98				
000924 MIDWESTERN COMMUNICATIONS	160916-0003	28/09/2016	ESTC- TONER FOR PRINTER	138.98
Invoice Count 1 Total				138.98
Cheque 500109 Date 04/10/2016 Amount 1,030.33				
000500 PERTH COMMUNICATIONS	144366	28/09/2016	ROADS - RADIO INSTALLATIC	1,030.33
Invoice Count 1 Total				1,030.33
Cheque 500110 Date 04/10/2016 Amount 1,119.51				
000514 PLETCH ELECTRIC LTD	1000013158	29/09/2016	P/W- REPAIR STREETLIGHT/F	1,119.51
Invoice Count 1 Total				1,119.51
Cheque 500111 Date 04/10/2016 Amount 47.90				
000522 RACHELLE GERRIE	9-15-2016	29/09/2016	FITNESS UPS TARIFF	47.90
Invoice Count 1 Total				47.90
Cheque 500112 Date 04/10/2016 Amount 334.74				
000539 RINTOULS POOLS AND SPAS	61142	28/09/2016	POOL- STAIN MAGNET	175.09
000539 RINTOULS POOLS AND SPAS	61010	29/09/2016	POOL- MURIATIC ACID	159.65
Invoice Count 2 Total				334.74
Cheque 500113 Date 04/10/2016 Amount 944.81				
002355 ROBERT'S FARM EQUIPMENT	P55621	28/09/2016	CEMETERY - BELT	28.76
002355 ROBERT'S FARM EQUIPMENT	P55648	28/09/2016	ROADS - ASSY ELEMENT	29.41
002355 ROBERT'S FARM EQUIPMENT	P55649	28/09/2016	ROADS - OIL FILTERS	102.02
002355 ROBERT'S FARM EQUIPMENT	P55650	28/09/2016	ROADS - FILTERS, ELEMENT	221.52
002355 ROBERT'S FARM EQUIPMENT	P55664	28/09/2016	ROADS - ASSY ROLLER	36.41
002355 ROBERT'S FARM EQUIPMENT	P55663	28/09/2016	ROADS - OIL	330.08
002355 ROBERT'S FARM EQUIPMENT	P55711	28/09/2016	CEMETERY - SPRING	10.44
002355 ROBERT'S FARM EQUIPMENT	P55712	28/09/2016	ROADS - OIL FILTER, OIL &BL	140.29
002355 ROBERT'S FARM EQUIPMENT	P55865	28/09/2016	ROADS - SEAL, BEARING	45.88
Invoice Count 9 Total				944.81
Cheque 500114 Date 04/10/2016 Amount 50.00				
004289 ROYAL CANADIAN MOUNTED POLICE	1800001749	28/09/2016	POLICE- FINGERPRINT SEAR	50.00
Invoice Count 1 Total				50.00
Cheque 500115 Date 04/10/2016 Amount 189.60				
004330 SEPOY WIRING	9368	28/09/2016	TOWN HALL- BUILDING REPA	45.87
004330 SEPOY WIRING	9412	29/09/2016	PARKS - EQUIPMENT REPAIR	8.02

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004330 SEPOY WIRING	9398	29/09/2016	POLICE STATION- REPCEPTA	135.71
			Invoice Count 3 Total	189.60
Cheque 500116 Date 04/10/2016 Amount 964.96				
004032 SHELBY MURRAY	9-6-2016	29/09/2016	OEY- MILEAGE/SUPPLIES	507.38
004032 SHELBY MURRAY	9-19-2016	29/09/2016	BA-MR- SUPPLIES	457.58
			Invoice Count 2 Total	964.96
Cheque 500117 Date 04/10/2016 Amount 1,215.27				
000602 STANTON HARDWARE	279504	29/09/2016	DC-KEYS	3.28
000602 STANTON HARDWARE	279289	29/09/2016	DC- SKILLET, CAN OPENER	84.70
000602 STANTON HARDWARE	279548	29/09/2016	BAMR- STORAGE BOXES	71.78
000602 STANTON HARDWARE	278803	29/09/2016	REC- TOTE, SOCCER BALL	46.88
000602 STANTON HARDWARE	279445	29/09/2016	COMPLEX - KEYS	13.11
000602 STANTON HARDWARE	279341	29/09/2016	COMPLEX- SEAL	4.51
000602 STANTON HARDWARE	278966	29/09/2016	DC-SHELF BRACKET	28.23
000602 STANTON HARDWARE	278900	29/09/2016	MUSEUM- LIGHT BULBS	15.77
000602 STANTON HARDWARE	278972	29/09/2016	MUSEUM- KEYS	6.55
000602 STANTON HARDWARE	278822	29/09/2016	MUSEUM- EXIT SIGN LAMP	18.59
000602 STANTON HARDWARE	279360	29/09/2016	TOWN HALL- SLEEVES	0.45
000602 STANTON HARDWARE	279519	29/09/2016	TOWN HALL- TOILET BRUSH,	16.93
000602 STANTON HARDWARE	279266	29/09/2016	PARKS- HAND SIPHON PUMP	6.20
000602 STANTON HARDWARE	279043	29/09/2016	PARKS- CABLE TIES, PAINT	32.66
000602 STANTON HARDWARE	278985	29/09/2016	PARKS W- TAP, DRILL BIT	25.63
000602 STANTON HARDWARE	279026	29/09/2016	CONC W- TUBE BRUSH	2.93
000602 STANTON HARDWARE	278921	29/09/2016	COMPLEX- SCREWS, ANCHO	11.10
000602 STANTON HARDWARE	278931	29/09/2016	COMPLEX- ANCHOR SLEEVE	15.23
000602 STANTON HARDWARE	279314	29/09/2016	ARENA W- FURNACE FILTER	22.58
000602 STANTON HARDWARE	279374	29/09/2016	ARENA W- THREADED ROD	3.72
000602 STANTON HARDWARE	279111	29/09/2016	PARKS W- LINE POWDER	111.23
000602 STANTON HARDWARE	279481	29/09/2016	PARKS W- WASP SPRAY	9.03
000602 STANTON HARDWARE	278971	29/09/2016	PARKS W- LINE POWDER	115.19
000602 STANTON HARDWARE	279484	29/09/2016	PARKS W- FLAG	67.79
000602 STANTON HARDWARE	279319	29/09/2016	P/W- GARBAGE BAGS	41.80
000602 STANTON HARDWARE	279121	29/09/2016	LANDFILL- JANITORIAL SUPP	22.58
000602 STANTON HARDWARE	279031	29/09/2016	P/W- MARKERS, CAUTION TA	25.97
000602 STANTON HARDWARE	278967	29/09/2016	P/W- GARBAGE BAGS, WASP	48.00
000602 STANTON HARDWARE	279174	29/09/2016	P/W- WATCH BATTERY	13.54
000602 STANTON HARDWARE	279068	29/09/2016	P/W- GARBAGE BAGS	41.80
000602 STANTON HARDWARE	278788	29/09/2016	CEMETERY- PAINT & SUPPLI	116.32
000602 STANTON HARDWARE	279076	29/09/2016	CEMETERY- PAINT & SUPPLI	116.32
000602 STANTON HARDWARE	279219	29/09/2016	CEMETERY- JANITORIAL SUF	7.89
000602 STANTON HARDWARE	279375	29/09/2016	P/W- SUPPLIES	18.85
000602 STANTON HARDWARE	279400	29/09/2016	P/W- KEYS	3.28
000602 STANTON HARDWARE	278952	29/09/2016	AQUATICS OFFICE SUPPLIE	24.85
			Invoice Count 36 Total	1,215.27
Cheque 500118 Date 04/10/2016 Amount 148.52				
000606 STEFFEN AUTO SUPPLY	296554	28/09/2016	ROADS - EW SHOP SUPPLIES	79.30
000606 STEFFEN AUTO SUPPLY	296561	28/09/2016	ROADS - EW SHOP CLAMP	20.54
000606 STEFFEN AUTO SUPPLY	296591	28/09/2016	ROADS - OIL SEPERATOR SU	20.54

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 21/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000606 STEFFEN AUTO SUPPLY	294779	28/09/2016	ROADS - SUPPLIES	28.14
			Invoice Count 4 Total	148.52
Cheque 500119 Date 04/10/2016 Amount 201.65				
000620 SWAN DUST CONTROL LTD	3674153	28/09/2016	POLICE MATS/MOPS	35.26
000620 SWAN DUST CONTROL LTD	3674141	28/09/2016	COMPLEX- MATS/MOPS	139.89
000620 SWAN DUST CONTROL LTD	3680429	29/09/2016	TOWN HALL MATS	26.50
			Invoice Count 3 Total	201.65
Cheque 500120 Date 04/10/2016 Amount 1,706.30				
000632 TEESWATER CONCRETE LTD	61630	28/09/2016	ROADS - CONCRETE FRANCI	1,023.78
000632 TEESWATER CONCRETE LTD	61698	28/09/2016	ROADS - FRANCES ST SIDEV	682.52
			Invoice Count 2 Total	1,706.30
Cheque 500121 Date 04/10/2016 Amount 162.72				
000638 THE WORKSHOP	5411532	29/09/2016	AQUATICS- CLOTHING	162.72
			Invoice Count 1 Total	162.72
Cheque 500122 Date 04/10/2016 Amount 1,114.00				
001796 TIM HORTON'S	9-18-2016-1	29/09/2016	ESTC- LUNCHES	374.14
001796 TIM HORTON'S	9-18-2016-2	29/09/2016	ESTC/FDNH- MEALS	496.24
001796 TIM HORTON'S	9-24-2016	29/09/2016	ESTC- LUNCH FOR 28 PEOP	243.62
			Invoice Count 3 Total	1,114.00
Cheque 500123 Date 04/10/2016 Amount 254.25				
003532 TRULY NOLEN	25445	29/09/2016	COMPLEX- PEST CONTROL	75.71
003532 TRULY NOLEN	25397	29/09/2016	DAY CARE PEST CONTROL	65.54
003532 TRULY NOLEN	25410	29/09/2016	MEM HALL- PEST CONTROL	113.00
			Invoice Count 3 Total	254.25
Cheque 500124 Date 04/10/2016 Amount 53.00				
002186 WEED MAN	131439	29/09/2016	DAY CARE- FERT LAWN	53.00
			Invoice Count 1 Total	53.00
Cheque 500125 Date 04/10/2016 Amount 748.29				
000699 WINGHAM ADVANCE TIMES	3987372	28/09/2016	AUGUST ADVERTISING	748.29
			Invoice Count 1 Total	748.29
Cheque 500126 Date 04/10/2016 Amount 27.83				
002081 WINGHAM FOODLAND	725-600-6506	29/09/2016	CONC W- SUPPLIES	12.56
002081 WINGHAM FOODLAND	725-600-5921	29/09/2016	EL- GOURDS	5.64
002081 WINGHAM FOODLAND	725-600-5117	29/09/2016	EL- FOOD SUPPLIES	9.63
			Invoice Count 3 Total	27.83
Report Total				21,179.61

Accounts Payable

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

Cheque Date 17/09/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 900005 Date 20/09/2016 Amount 32.06				
000687 WESTARIO POWER INC.	30224914	20/09/2016	SEWER SYPHON AUG USAGE	32.06
			Invoice Count 1 Total	32.06
Cheque 900006 Date 26/09/2016 Amount 36.05				
000687 WESTARIO POWER INC.	2103421999	26/09/2016	435 MINNIE ST AUGUST USA	36.05
			Invoice Count 1 Total	36.05
Report Total				68.11



CORRESPONDENCE
Council Meeting October 3, 2016

DATE	FROM	REGARDING	ACTION	FILE
Sep-19	AMO Communications	AMO AGM Annual Conference Guestroom Bookings		
Sep-19	Flyer	Keep Advanced Care Paramedic Program in Huron County		
Sep-22	AMO Communications	More Participation Opportunities in <i>What's Next Ontario?</i>		
Sep-22	AMO	AMO WatchFile - September 22, 2016		
Sep-23	AMO Policy Update	AMO Releases Seniors Policy Paper		
Sep-27	AMO Member Update	Constructon Lien Act Review - Report Released		
Sep-28	County of Bruce	Proposed County Official Plan Amendment		
Sep-29	AMO	AMO WatchFile - September 29, 2016		

8th Floor, Hearst Block
900 Bay Street
Toronto, Ontario M7A 2E1
Tel: 1-800-268-7095

8e étage, édifice Hearst
900 rue Bay
Toronto (Ontario) M7A 2E1
Tél. : 1-800-268-7095



RECEIVED

September 14, 2016

SEP 19 2016

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

TOWNSHIP OF NORTH HURON

Dear CAO:

The 2016 Federal Budget announced the establishment of a Clean Water and Wastewater Fund (CWWF) that proposes to invest up to \$569.6 million in the province of Ontario for immediate improvements to water distribution and treatment infrastructure, starting in 2016-17.

CWWF will provide municipalities with vital infrastructure funding to help accelerate short term investments to support the rehabilitation and modernization of drinking water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

The provision of CWWF funding is governed by a bilateral agreement between Canada and Ontario, with the Ontario Ministry of Infrastructure being responsible for the administration of CWWF. The federal government will contribute 50% of the eligible project costs, up to the maximum federal allocation noted below. In addition, the Province will contribute 25% of eligible project costs, up to the maximum provincial allocation noted below.

Municipality allocations under the CWWF are based on the amount of water, wastewater and stormwater assets owned by municipalities and their economic conditions. Grants for First Nations are based on each community's population on reserve. All recipients receive a minimum of \$75,000.

Projects must be complete with all costs incurred prior to March 31, 2018. Where need is demonstrated, up to 25% of costs can extend beyond March 31, 2018. Extensions beyond March 31, 2018 require pre-approval by the Province and the Federal Government.

I am pleased to note that, Township of North Huron will be eligible to receive a maximum federal allocation of \$380,848 and a maximum provincial allocation of \$190,424.

In order to submit an application to receive CWWF funding and access the CWWF Program Guide, please visit:
<http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/GrantOpportunities/PRDR015994.html>.

Please note that eligible recipients must complete in full and submit electronically a CWWF Project List Template to the email identified on the Grants Ontario web portal by October 31, 2016.

For more information on how to complete each component, in addition to information regarding general program requirements and eligibility criteria please refer to the CWWF Program Guide.

If you have any questions regarding the Clean Water and Wastewater Fund (CWWF), please contact Infrastructure Ontario, at 1-844-803-8856.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth Doherty', written in a cursive style.

Elizabeth Doherty
Director, Intergovernmental Policy Branch
Infrastructure Policy Division

Disponible en français



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 **Fax:** 519.524.5677 **Toll Free:** 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Reeve Vincent and North Huron Council
Sharon Chambers, CAO

From: Laura Young, Planner

Date: 28 September 2016

Re: **Minor Adjustments to Site Plan for Wingham Health Clinic (131 John Street East, Plan 418 Lots 85, 86, 87 Part Lot 84, Part Lot 88 Plan 430, Lots 13, 14, 15 Part Lots 9, 11, 1, Wingham Ward, Township of North Huron)**

Owner: Wingham and District Hospital

RECOMMENDATION

It is recommended that the minor adjustments for the Site Plan Control Agreement between Wingham and District Hospital and The Corporation of the Township of North Huron (131 John Street East, Wingham Ward, Township of North Huron) be **approved**.

PURPOSE AND DESCRIPTION

The property received Site Plan approval in February 2016, when North Huron Council passed By-law 16-2016 approving the Site Plan Agreement, accompanying drawings and conditions. Since that time, development has been undertaken on the project and there are proposed adjustments to the approved site plan to accommodate changes that have been identified as part of the construction process. The adjustments include: changes to the existing trees on the property that have been identified to remain or be removed, the addition of trees on the property not identified on the site plan, and the addition of a 12 feet by 12 feet concrete pad and a horse tie-up in the area identified for Phase 3 future parking.

COMMENTS

Section 9 of the above Site Plan Control Agreement authorizes minor adjustments to the requirements and provisions of the Agreement provided that the spirit and intent of the agreement are maintained. Such adjustments shall not require an amendment to the agreement but written approval from the Township is required.

The proposed minor adjustments to the site plan do not affect the existing former school structure or the new building addition and have no negative effect on the stormwater management or grading for the property as proposed in the approved site plan. The addition of the concrete pad and horse tie-up is the result of community involvement and conversation that has occurred since the approval of the site plan in February 2016.

The minor adjustments to site plan has been reviewed against the requirements of the North Huron Zoning By-law and have been found to comply. Comments from Township staff indicated that there were no objections to the proposal. A final drawing of the site showing the new locations of the additional trees and relocated trees will be received by the Township and added to the property file.

It is recommended that the proposed minor adjustments to the Site Plan Agreement between The Corporation of the Township of North Huron and the Wingham and District Hospital be approved.

Sincerely,
Original signed by
Laura Young, Planner

28 September 2016
Date

Figure 1: 131 John St East



Figure 2: Site Plan with areas subject to minor adjustments numbered in red

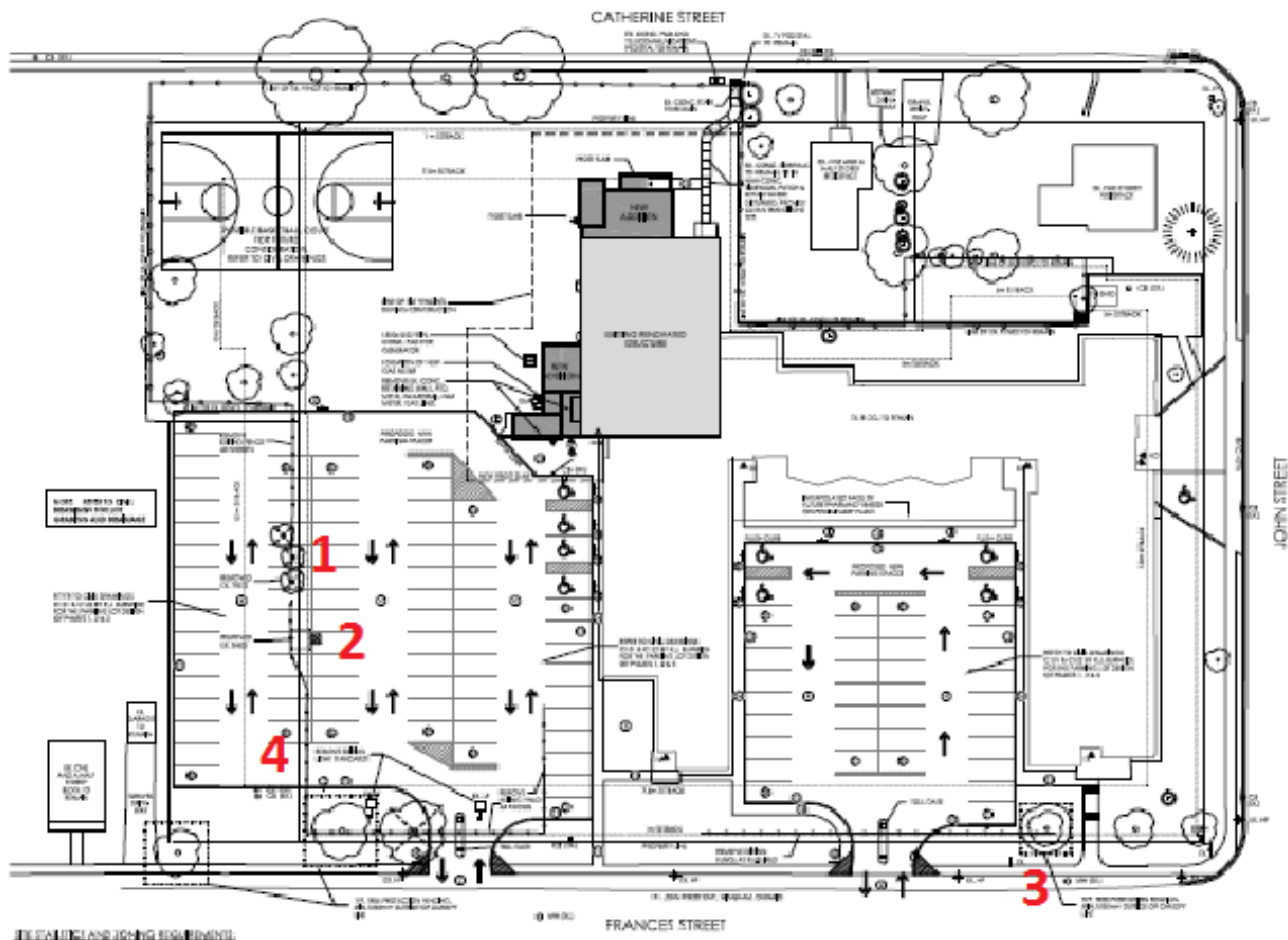
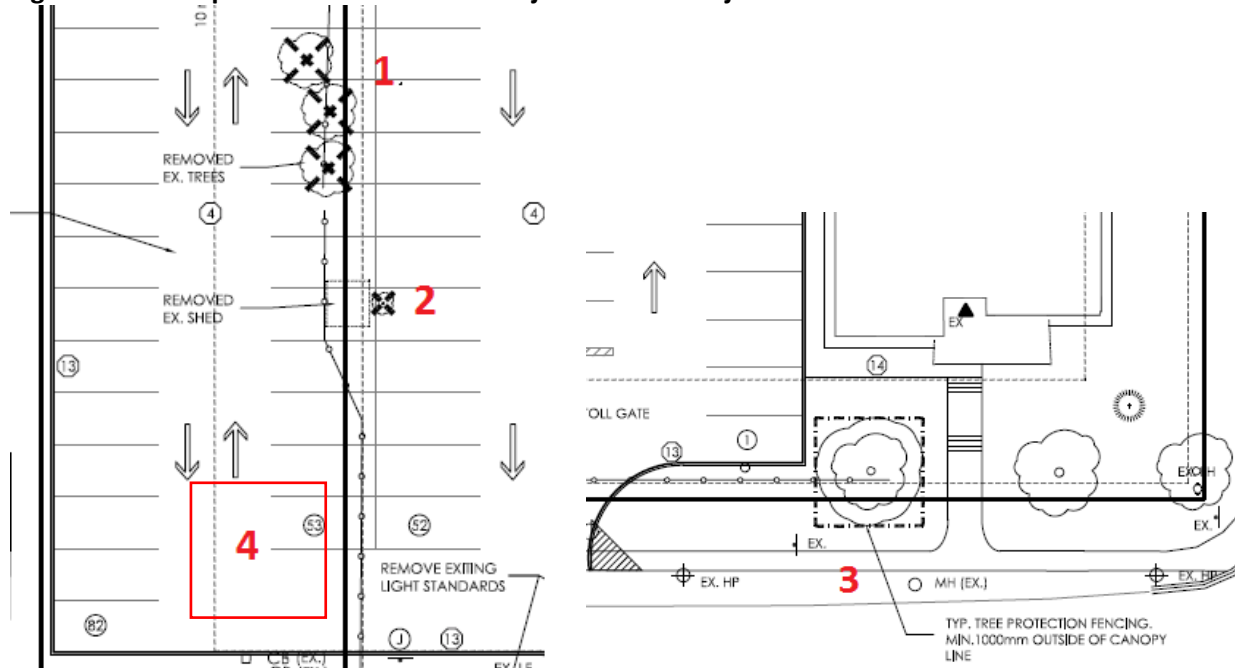
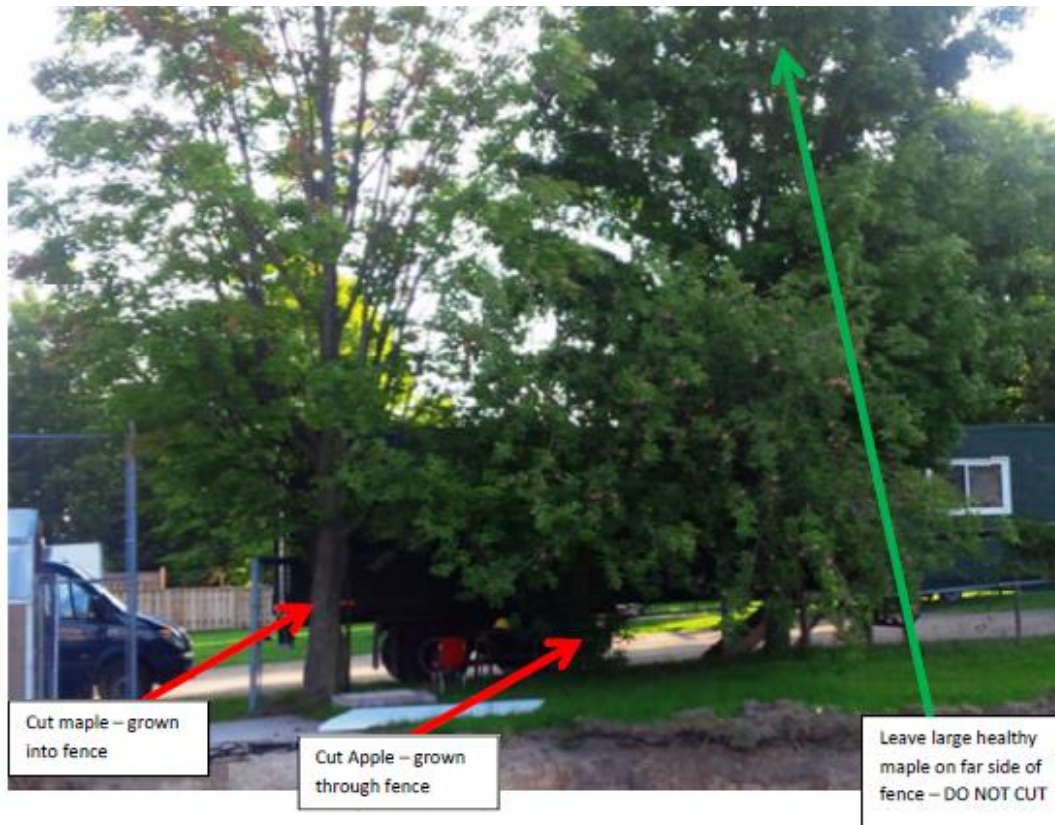


Figure 3: Close-up of areas on Site Plan subject to minor adjustments

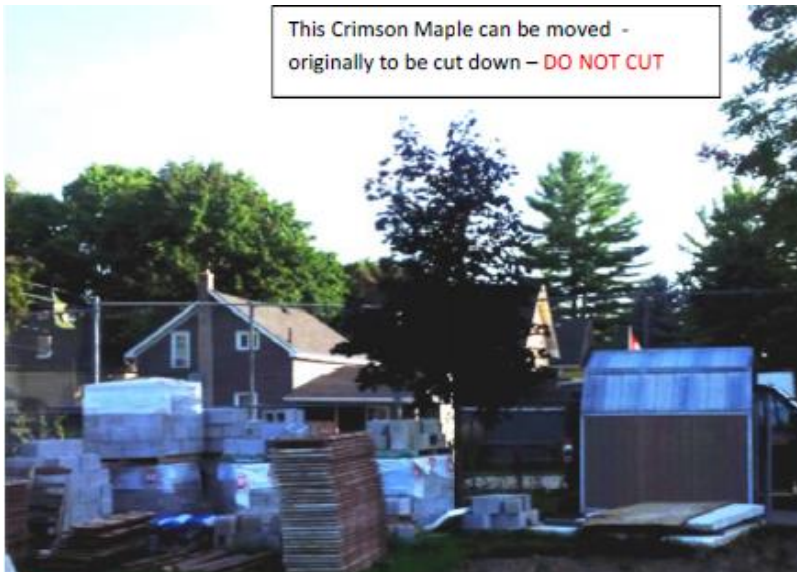


Figures 4-7: Photos and descriptions of numbered areas on Site Plan

1.



2.

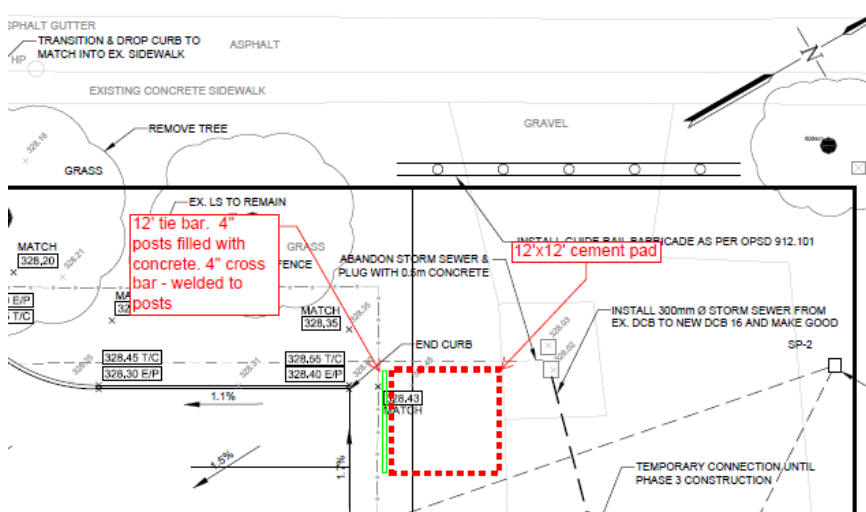


3.



4.

FRANCES STREET





TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Richard AI, Manager of Employee and Business Services/Deputy Clerk
DATE: 03/10/2016
SUBJECT: Records Management and Retention
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Records Management and Retention for information purposes;

AND FURTHER THAT Council directs the Clerk to prepare a Records Management and Retention By-law to be included on the October 17, 2016 agenda.

EXECUTIVE SUMMARY

Proper municipal records keeping is not only essential for effective day-to-day municipal operations but it is also a statutory requirement as defined in the *Municipal Act, 2001*:

- Section 254. (1) A municipality shall retain and preserve the records of the municipality and its local boards in a secure and accessible manner.
- Section 255. (1) Except as otherwise provided a record of a municipality or local board may only be destroyed in accordance with this section.
- Section 255. (2) Despite section 254, a record of a municipality or local board may be destroyed if a retention period for the record has been established under this section and,
 - The retention period has expired; or
 - The record is a copy of the original.

DISCUSSION

It is estimated that an approximate range of 25% - 40% of office worker time is spent searching for records. A staggering statistic but not unimaginable if we take into account the breadth of what is considered a record today. Records are typically thought simply as paper copies of documents although the actual definition is significantly more extensive. The word "Record" today includes not only those typical paper documents but also emails, digital files such as Microsoft Word documents, website content, amongst numerous other items.

Municipal Freedom of Information and Protection of Privacy (MFIPPA) requests depend heavily on a municipality's ability to locate records in a timely manner. In order to perform the task of locating records it is essential to have a system and processes in place.

The Township of North Huron, much like numerous other municipalities in Ontario currently classifies records based on The Ontario Municipal Records Management System (TOMRMS). TOMRMS defines a broad set of criteria for which the various types of municipal records are to be classified under. Each classification has a defined retention schedule associated based upon Provincial, Federal, and other legislative requirements.

The Township of North Huron currently subscribes to yearly retention schedule updates provided by The Information Professionals at a cost of \$300.00 per year, as is common practice for most municipalities using TOMRMS.

In the past, staff have been assigned to the task of implementing TOMRMS for the Township of North Huron however over the course of time as positions and responsibilities have changed, as well as through the loss of key staff, the implementation of TOMRMS had stalled. Although the implementation had stalled the importance and obligation of an effective records management system remained and has again come to the forefront through the plethora of structural changes associated with the North Huron – Morris Turnberry shared services project.

Under the direction of the Clerk and the CAO, the Manager of Employee and Business Services/Deputy Clerk has been working to update the TOMRMS manual, including associated retention schedules. In addition, work has been taking place with key staff in each department to ensure that records from each functional area of the organization are properly classified and stored in the appropriate manner for the correct retention length.

Previous records management implementation work included the use of Zasio Versatile Express to manage paper files. Versatile Express while rather simple in its functionality, does offer the basic requirements for managing the Township's paper documents. Management of the Township's digital files is a growing concern and one that staff are working to address through a potential partnership with Huron County to implement Laserfiche. More details on Laserfiche will be provided in a future report to Council.

A draft by-law along with updated retention schedules to replace the existing Records Management By-law 41-2010 has been provided to Municipal Auditor, Paul Seebach of Vodden, Bender and Seebach. Mr. Seebach has reviewed the draft by-law and provided his approval.

FINANCIAL IMPACT

The annual records retention schedule update from The Information Professionals is \$300.00 per year plus applicable taxes. This is a budgeted expense and has been maintained since 2009.

FUTURE CONSIDERATIONS

Staff will be preparing a report to Council for a future meeting regarding the potential Huron County Laserfiche partnership details.

RELATIONSHIP TO STRATEGIC PLAN

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

A handwritten signature in cursive script, appearing to read "Sharon Chambers".

Sharon Chambers, CAO

A handwritten signature in cursive script, appearing to read "Leo".



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 03/10/2016
SUBJECT: Fleet Equipment Repairs Report
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Equipment Repairs for information;

AND THAT the Council of the Township of North Huron hereby identify the funds necessary to support any necessary equipment repairs for the remainder of the 2016 budget year, being part of the Transfer to Reserve expense within the 2016 Roads Budget.

EXECUTIVE SUMMARY

Roads staff encountered two significant equipment maintenance issues: one in the summer and one into early fall. One of the John Deere units required almost \$17,000 in repairs in August to be operational. This unit was repaired and returned to fleet equipment functionality.

The Volvo grader unit had a few maintenance issues earlier in the year where staff tried to address with in-house repairs. However, problems persisted and in mid-September staff had a heavy equipment mechanic look at the issue for this unit. Another significant repair is required to bring the unit back to functionality as the hydraulic pump needs to be replaced. This unit is necessary to begin the process for repairs immediately as fall grading activity and winter preparation is of imperative importance to maintain safe road conditions and winter response. It was decided with Township staff that, considering the necessity and urgency to provide this service, an Emergency Purchase was warranted in accordance with Section 2.7 of North Huron's Procurement Policy. The unit is currently out of operation awaiting final repairs. The total estimated cost to complete this repair is \$15,000-\$20,000.

Additionally, other smaller repairs are planned for later in the fall. This may be in the order of \$7,500. Considering the current and planned expenditures for Equipment Maintenance in 2016, we are tracking to be over budget by approximately \$11,000 for a budget item of \$82,800. This figure does not include any unplanned equipment maintenance expenditures.

DISCUSSION

The emergency element is based on the need to prevent damage to roadway and to be prepared to meet legislative requirements for roadway maintenance. Fall grading operations into winter

FINANCIAL IMPACT

As noted, the Equipment Maintenance budget will be over by approximately \$11,000 for planned expenditures. The shortfall, and any further expenditures for equipment maintenance, are recommended to be funded using the Transfer to Reserve budget item

Page 1

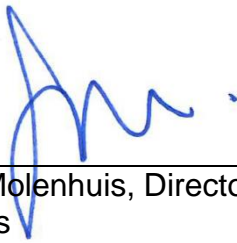
within the 2016 Roads Budget for \$54,500. After maintenance expenditures are complete, the remaining amount at year end would still be transferred as previously planned.

FUTURE CONSIDERATIONS

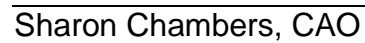
There is a need for a fleet maintenance program and strategy based on the major maintenance issues that arise. Part of the Shared Service Business Plan in 2017 will include this initiative.

RELATIONSHIP TO STRATEGIC PLAN

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

A handwritten signature in blue ink, appearing to read 'Jeff Molenhuis', is positioned above a horizontal line.

Jeff Molenhuis, Director of Public Works

A handwritten signature in blue ink, appearing to read 'Sharon Chambers', is positioned above a horizontal line.

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 03/10/2016
SUBJECT: Waste Collection Contract
ATTACHMENTS: DRAFT Amending Agreement

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Waste Collection Contract for information;

AND THAT the Council of the Township of North Huron hereby authorize the Mayor and Clerk to execute the Amending Agreement to Refuse Collection and Bluebox Collection for a 9 month extension of the existing contract;

EXECUTIVE SUMMARY

The existing garbage collection contract expires on December 31, 2016. In early September, staff held discussions with our current waste collection service providers and a few other waste collection providers to discuss services and operational logistics following a competitive bid process. Staff determined that the timeline required to issue a bid document, recommend award and transition to a new service provider would be very difficult considering the end of the year timeframe. Additionally, the time of year is not ideal for transferring service providers or formats of collection services. Staff also discussed changing legislation under Waste Free Ontario Act (Bill 151) and how that may impact future collection services. These represent a risk to the municipality, as well as an opportunity that staff need time to evaluate.

As a result, staff engaged the existing contractor for North Huron to renew terms with the current service provider. The recommendation is to extend the existing contract until September 30, 2017 to allow for further investigation and preparation of a competitive bid document and to revise the roll-over date for a more ideal scenario for business continuity.

DISCUSSION

In discussion with the current service provider, staff requested a reduced term to allow for time to investigate further opportunities, to create a bid document, and to establish a new contract rollover date. The terms discussed were to extend the existing contract for a period of nine (9) months, with a renewal increase of 1.54%.

FINANCIAL IMPACT

As a result of the extension, the monthly budgetary impact would stay the roughly the same until the September timeframe.

2016 Monthly Cost: \$16,462.88 (plus HST)
2016 Annual Cost: \$197,554.56 (plus HST)
2017 Monthly Cost: \$16,716.40 (plus HST)
2017 Annual Cost (to end September): \$150,447.60 (plus HST)

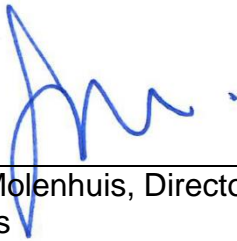
The remaining 2017 curbside collection budget will need to be established with an estimated value for the remaining three (3) months of the year.

FUTURE CONSIDERATIONS

Staff would begin preparation of the RFP for release in late 2016 or early 2017 to ensure the expiration timeframe of September 30, 2017 could realistically be awarded following a competitive bid process.

RELATIONSHIP TO STRATEGIC PLAN

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

A handwritten signature in blue ink, appearing to read 'J. Molenhuis', positioned above a horizontal line.

Jeff Molenhuis, Director of Public Works

A handwritten signature in blue ink, appearing to read 'Sharon Chambers', positioned above a horizontal line.

Sharon Chambers, CAO

**AMENDING AGREEMENT TO TENDER FOR REFUSE COLLECTION AND
BLUEBOX COLLECTION**

THIS AGREEMENT, made in duplicate this day of , 2016.

BETWEEN:

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

-and-

Waste Management of Canada Corporation
(Hereinafter called the "Contractor")

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

AND WHEREAS, this agreement was authorized by council October 3, 2016.

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

1. Term of Renewal Agreement

This agreement shall be in effect commencing at 12:00 a.m., on the 1st day of January, 2017 and shall continue for a nine (9) month period ending at 11:59 p.m., on the 30th day of September, 2017.

2. Payment

The Township agrees to pay the Contractor a monthly sum in the amount of \$16,716.40 plus HST, an increase of 1.54%. This increase is based on Stats Canada All-items Ontario for the previous 12 months (July to August).

IN WITNESS WHEREOF, the Contractor and the Township have hereunto signed their name on this day of , 2016.



Waste Management of Canada Corporation
Brad Muter, Area Vice President

Signed and sealed by the Corporation of the Township of North Huron in the presence of:

Reeve, Neil Vincent

Director of Corporate Services / Clerk



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 03/10/2016
SUBJECT: Joint OCIF Application Endorsement
ATTACHMENTS: Steering Committee Report – Joint OCIF Application

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Joint OCIF Application Endorsement for information;

AND THAT the Council of the Township of North Huron hereby endorse the joint application presented within this report, that being Phase 1-3 of the BM Ross Industrial Land Strategy and the Northwest Trunk Sewer;

EXECUTIVE SUMMARY

At the September 8, 2016 Shared Services Steering Committee meeting, a report was presented to the committee recommending a joint application with Morris-Turnberry. The report is attached for information. The joint application is eligible for aggregate top-up funding that is available to both municipalities, with total eligibility being approximately \$3,500,000.

DISCUSSION

The project identified for the application is a good candidate to meet certain assessment criteria, including the following:

- Addresses a primary benefit to public health and safety
- Is a joint application

FINANCIAL IMPACT

The total estimated project cost at the time of this report would be in the order of \$3,225,000. Staff have been working with BM Ross to refine the estimate figures, which provide for a slightly different figure in the actual application form.

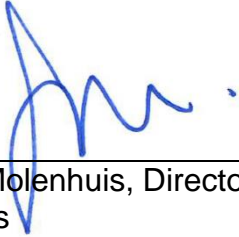
The funding applied for is 90% of the project cost. The remaining 10% would be split evenly by both municipalities, with an anticipated cost of \$165,000 to each municipality. The funding award may be less than 90%, which may increase the funding responsibility from both Municipalities. This will not be known until funding notice is received. A detailed funding plan will be brought forward for approval by both Councils if the application is successful.

FUTURE CONSIDERATIONS

The project is proposed in two phases. The first phase would be the extension of servicing for lands in Morris-Turnberry. This is anticipated to be shovel ready in spring 2017. The second phase is the Northwest Trunk Sanitary Sewer. This may require additional analysis and design in 2017 to be shovel ready for late 2017 or early 2018.

RELATIONSHIP TO STRATEGIC PLAN

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



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO



REPORT TO: Shared Services Steering Committee
PREPARED BY: Jeff Molenhuis, Director of Public Works

DATE: September 8, 2016
SUBJECT: Ontario Community Infrastructure Fund (OCIF) 2016 Application
– Wingham and Area Industrial Land Strategy

ATTACHMENTS: None

RECOMMENDATION:

THAT the MT/NH Shared Services Steering Committee receive the report Ontario Community Infrastructure Fund (OCIF) 2016 Application report;

AND THAT the Shared Services Steering Committee recommend the Joint OCIF application for the project identified to both Councils for their support.

EXECUTIVE SUMMARY

The Ontario Community Infrastructure Fund (OCIF) 2016 intake is open for applications. The program has slightly changed this year, with a single application format only. The OCIF program has a formula based-fund and what is now called a top-up component, which is application based and has eligibility tied to the amount of formula-based funds each municipality receives. The 2016 program is targeting top-up eligibility for municipalities who's 2017 and 2018 formula-based fund add up to less than \$2 million.

In previous years, the application process started with an Expression of Interest, then a formal application if the Expression was considered a viable project through Ministry review. The application-based funds were independent of the formula-based funds in previous years.

Under the top-up component, \$50 million is distributed among communities who successfully apply for additional funding through OCIF. This allows communities to partner with the province to invest in critical infrastructure projects that create jobs and support economic growth. Projects are assessed on the expected benefit in relation to critical health and safety aspects primarily. A comprehensive Asset Management Plan is also a primary assessment tool. Applications are due on October 21, 2016.

Based on the above, it is recommended that a joint application be put forward for the joint industrial servicing project that North Huron and Morris-Turnberry are completing. Joint projects are encouraged in the program, and is noted within the application guideline that they will be given additional consideration in the assessment.

DISCUSSION

The Wingham and Area Industrial Land Strategy Feasibility Study was completed by BM Ross in 2015. The study outlined four phases of new municipal servicing for lower town northwest of Wingham in Morris-Turnberry. This location is industrial development land, and would greatly benefit from having reliable municipal services available to support development. Further, there are current industrial operations that rely on septic and private water that would benefit the natural environment to be brought online to municipal servicing.

The study also outlined the need to replace existing infrastructure because of operational problems, including extraneous flows into the sewer system. The northwest trunk sewer is lies within wellhead protection area for Wingham's water system, and therefore may support the health and safety aspect the Ministry will be looking for in reviewing the OCIF applications. As such, it is proposed that this year's application consist of the following:

PHASE	ESTIMATED COST
Phase 1 – Cedar/Arthur Street	\$440,000
Phase 2 – Royal/Cedar/Arthur Street	\$515,000
Phase 3 – North Street	\$470,000
Northwest Trunk Sewer	\$1,800,000
TOTAL	\$3,225,000

Because of the scope of Phase 4, it is not recommended that be included within this application package.

FUTURE CONSIDERATIONS

Because of the scope of the project, it will be proposed that the project take place over a two (2) year timeframe in 2017 and 2018. Funding notices are estimated in the February 2017 timeframe.

FINANCIAL IMPACT

The top-up funding cap for each Municipality is as follows:

MUNICIPALITY	TOP-UP CAP
North Huron	\$1,631,263
Morris-Turnberry	\$1,867,244
TOTAL	\$3,498,507

The OCIF program funds up to a maximum of 90 percent of the project cost. For joint applications, the combined total top-up funding cap is allowable for the request.

Based on the top-up funding caps provided and the estimated total project cost outlined above, the anticipated cost to the municipalities, if successful with 90 percent funding in the application, will be in the order of 10 percent of the \$3,225,000 total project figure, being \$322,500. The application may be approved at less than 90 percent funding, so the Municipalities funding responsibility may increase. This will not be known until funding notice is received.



Jeff Molenhuis, Director of Public Works



WINGHAM, ONTARIO
NOG 2W0

September 19th 2016

North Huron Council
Wingham, ON
NOG2W0

Dear Council:

I am the one of the co-chairpersons for the Wingham Lions Santa Claus Parade and I have contacted the County of Huron, Highway Department about closing Josephine Street in Wingham (North Huron) for the parade:

We have done this previously for the parade and are hoping to do so again this year. The parade is scheduled for Saturday, November 26, 2016 at 11:00 a.m. The duration of the closure would be two hours and Josephine Street would be closed from Scott Street (in the south end) to Park Drive (at the north end of town); traffic could be diverted to Minnie Street.


As in the past, would you provide the barriers for the temporary road closure with these barriers to be placed at Scott Street and Park Drive? Would you also notify Emergency Services of this closure and the detour route?

We would invite the North Huron Council to participate in the parade. We have appreciated your help and support in the past.

I can be reached at home phone at 519-357-3449; by email at nesbrn142@gmail.com; or by mail at Wingham Lions Club, Box 751, Wingham, ON NOG2W0

I look forward to hearing from you shortly.

Sincerely,


Lion Rick Nesbitt
Parade Co-Chair

RECEIVED

SEP 23 2016

TOWNSHIP OF NORTH HURON

From: "Younan, Jason (OPP)" <Jason.Younan@opp.ca>

Date: September 28, 2016 at 11:26:13 AM EDT

Subject: RE: OPP & Municipality Planning Meeting

My apologies...please RSVP by October 11th, 2016.

Jason Younan
Inspector – Detachment Commander
ONTARIO PROVINCIAL POLICE
HURON DETACHMENT
(519) 524 8314 – Telephone
(519) 384 9700 - Cellular
506-3410 - VNET

From: Younan, Jason (OPP)

Sent: 28-Sep-16 11:15 AM

Subject: OPP & Municipality Planning Meeting

Good Day,

In 2017 the OPP will develop new corporate and local detachment action plans. In an attempt to receive feedback and input from all nine (9) municipalities in Huron County, Staff Sergeant Mike Butler and I would like to meet with County Representatives, Police Services Boards, Mayors, Reeves, CAO's and Councillors.

This is an opportunity for Huron OPP Detachment Command Staff to listen to your collective or municipally specific concerns and priorities relative to policing.

I invite you to make your respective Councils aware and attend with the representation you deem appropriate.

I have arranged for this meeting to take place on Friday October 14th, 2016 between 1:00 – 3:00 p.m. at the Clinton Fire Department Building, located at 401 Beech Street, Clinton, Ontario.

Please RSVP by October 17th, 2016 regarding who will be attending from your respective municipalities.

Thank-You,
Jason

Jason Younan
Inspector – Detachment Commander
ONTARIO PROVINCIAL POLICE
HURON DETACHMENT



THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 89-2016

**BEING A BY-LAW TO APPOINT
A DRAINAGE SUPERINTENDENT
PURSUANT TO THE DRAINAGE ACT, R.S.O 1990 c.D.17 s.93**

WHEREAS, Section 93 (1) of The Drainage Act, R.S.O. 1990 c.D.17, states that the Council of a local municipality may by by-law appoint a ‘Drainage Superintendent’;

AND WHEREAS, Section 93 (2) of The Drainage Act, R.S.O. 1990 c.D.17, states that ‘two or more municipalities may appoint the same person to be a Drainage Superintendent within each municipality’;

AND WHEREAS, Section 227, of the Municipal Act, S.O. 2001 c.25, authorizes municipalities to appoint such officers and employees as required to carry out duties as assigned by the municipality;

THEREFORE, Pursuant to The Drainage Act, R.S.O. 1990, and the Municipal Act, the Council of the Township of North Huron enacts as follows:

1. THAT “ Dietrich Engineering Limited” is hereby appointed as Drainage Superintendent for the Township of North Huron, as of the 3rd day of October, 2016;
2. THAT the Drainage Superintendent shall carry out the duties imposed upon him pursuant to The Drainage Act, 1990 and shall submit reports and carry out such other duties as may be required of him by Council, from time to time;
3. That this by-law rescinds and repeals By-law No. 31-2013 and By-law No. 85-2016 and hereby supercedes all other By-laws passed under the Authority of this Act or its predecessors, thereof.
4. THAT this by-law shall come into force on the 3rd day of October, 2016.

READ A FIRST AND SECOND TIME THIS 3RD DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 3RD DAY OF OCTOBER, 2016.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

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

BY-LAW NO. 90-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Contribution Agreement between the Township of North Huron and
Her Majesty The Queen In Right of Canada as represented by the Minister of Canadian Heritage,
for the funding of a Project called “Renovation of Blyth Memorial Community Hall: Home of
the Blyth Festival” which qualified for support under the Program
entitled “Canada Cultural Spaces Fund”.

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 Contribution Agreement between the Township of North Huron and Her Majesty The queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called “Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival” which qualified for support under the Program entitled “Canada Cultural Spaces Fund”;

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 Contribution Agreement between the Township of North Huron and Her Majesty The queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called “Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival” which qualified for support under the Program entitled “Canada Cultural Spaces Fund”;
2. That a copy of the said Contribution Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 3RD DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 3RD DAY OF OCTOBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

CONTRIBUTION AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Canadian Heritage (hereinafter called “the Minister”
and including any person duly authorized to represent her).

AND:

THE TOWNSHIP OF NORTH HURON, a municipality duly incorporated under
the laws of the province of Ontario, having its head office at Wingham, represented by
the Chief Administrative Officer, hereinafter referred to as the “Recipient”.

The “Minister” and the “Recipient” are referred to individually as a “Party” or collectively as the “Parties”

WHEREAS the Minister is responsible for the Program entitled “Canada Cultural Spaces Fund”, hereinafter called
the “Program”;

WHEREAS the Recipient has submitted to the Minister a proposal for the funding of a Project called “*Renovation
of Blyth Memorial Community Hall: Home of the Blyth Festival*” which qualifies for support under the Program; and

WHEREAS the Minister wishes to provide financial assistance to support the project.

THEREFORE, in consideration of their respective obligations set out below, the parties agree to the following:

1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as “the Agreement”, in
order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described
in Annex A of this Agreement entitled *Project Description, Specific Conditions and Budget*.

2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a
maximum amount of \$979,907 (or 50%) towards the eligible expenditures incurred by the Recipient, for
carrying out the project described in Annex A.

3. TERM

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject
to its termination on a prior date, one year (365 days) after the expiration of the activity period as
indicated at section 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex A of this Agreement for the
period commencing on 2016/04/01 and ending on 2018/03/31. Unless otherwise pre-authorized by the
Minister, only goods and services rendered within this time period shall be considered as eligible
expenses.

3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of
this Agreement, until and unless they are fulfilled or by their nature expire.

4. OBLIGATION TO INFORM THE PUBLIC

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the
Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary
assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

5. ACKNOWLEDGMENT

The Recipient must publicly acknowledge, in English and in French, the financial support received from the
Government of Canada, in all communication materials and promotional activities related to the Agreement,
such as advertising, promotional and program materials, public announcements, speeches, website, social
media, etc., as stated in Annex E of this Agreement. However, the Minister may deem advisable to withdraw
the requirement for recognition of the federal funding by the Recipient.

The Department’s *Guide on the Public Acknowledgment of Financial Assistance* will assist the Recipient in
complying with the requirements stated in Annex E of this Agreement. The Guide can be found at the following
address: <http://pch.gc.ca/pcc-ch/peaf-pafa/index-eng.cfm>.

6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one (1) working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient:	To the Minister:
The Township of North Huron Post Office Box 90 Wingham, Ontario N0G 2W0	Department of Canadian Heritage 150 John Street, Suite 400 Toronto, Ontario M5V 3T6
Attention: Ms. Sharon Chambers Chief Administrative Officer Tel: 519-357-3550 Fax: 519-357-1110 Email: schambers@northhuron.ca	Attention: Violet Tam Administrative Assistant Tel: 416-973-6932 Fax: 416-954-2909 Email: violet.tam@canada.ca

7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex A and Annexes B and C, Annex A will prevail.

- Annex A PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORT
- Annex E ACKNOWLEDGMENT
- Annex F CONFIRMATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Recipient	The Minister
Ms. Sharon Chambers Chief Administrative Officer	Valerie Hopper Program Manager

Signature	Signature
Date	Date

Witness	Witness
Name (Print)	Name (Print)
Signature	Signature

ANNEX A

PROJECT DESCRIPTION,
SPECIFIC CONDITIONS AND BUDGET

1. Description of the Recipient’s Project

The proposed project is a major refresh of the entire Memorial Town Hall facility, with targeted improvements to the key building systems that directly support the professional artistic programming undertaken by the Blyth Centre for the Arts. The project includes full HVAC upgrades, roof repairs, new seating, accessibility improvements to the lobby and visitor amenities, including washrooms, as well as significant technical upgrades to the lighting, sound and multimedia capabilities. As well, the project will address physical deficiencies in the current space, replacing the mainstage performance area flooring, reconfiguring the technical booth, and replacing the ageing lighting grid to a safe and properly secured set-up.

In the art gallery spaces, lighting and soundproofing upgrades will be undertaken, and integrated video projection technology will be installed to facilitate innovate digital programming.

2. Description of activities proposed by the Recipient

The Township of North Huron will:

- Upgrade key facility component, including new HVAC and roof, improved soundproofing and a new programmable security system;
- Make physical improvements to professional arts spaces, including a new stage, replacement of lighting grid, and reconfigured technicians booth;
- Purchase and install new seating for the main performance space;
- Make accessibility improvements to the lobby and washrooms;
- Purchase and install new lighting, sound and multimedia equipment.

3. Official Languages Requirements

€ “The Recipient will ensure that all temporary signage at the construction site is printed in both official languages.”

€ “The Recipient will ensure that members of the minority official language media (i.e., reporters) are invited to the launch of the project.”

4. Expected outcomes/results and how they will be measured

The project will result in:

- A fully-accessible professional arts facility;
- A capacity to support more sophisticated and diverse programming;
- Improved spaces for artists, technicians and staff;
- Improved safety and comfort in the facility.

The “Final Activity/Results Report” template will be provided to the organization by the Program Officer.

5. Specific conditions related to the Canada Cultural Spaces Fund

5.1 Eligible expenditure categories that are limited:

- 5.1.1 Administration Expenses:
 - Eligible administration expenses will be reimbursed up to the lesser of the amount (if specified) in the Budget or up to 5% of the total eligible expenditures (Column 4).

5.2 Insurance

(Not applicable to Provincial/territorial governments or municipal administrations and their agencies that self-insure).

The recipient will insure, at his own expense, and at an appropriate amount, all the movable and real property bought, built and/or renovated within the terms of this agreement or will make sure that such insurance coverage exists. The insurance policy shall cover the duration of the agreement and a period of at least seven (7) years following the termination of this agreement.

The recipient agrees to undertake in the one hundred eighty (180) days following a disaster, one of the following actions:

1. to make the repairs or renovations necessary to restore the capital asset to an equivalent condition;
2. to rebuild an equivalent capital asset; or
3. to purchase equivalent capital asset.

In the situation where the recipient would decide not to undertake one of the options previously stated, or if the Minister is of the opinion that the repaired, renovated, rebuilt or purchased good does not respect minimum

requirements, the Minister reserves the right to require the reimbursement of part or all of the contribution that has been paid out. In this case, the recipient shall make the required reimbursement within ninety (90) days following the receipt of a letter to this effect.

5.3 Federal, Provincial/Territorial and Municipal requirements

The recipient agrees to adhere to all federal and provincial/territorial environmental requirements as well as provincial/municipal fire and safety standards associated with this project.

6. Environmental Evaluation
Recipient’s General Obligation

The Recipient shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial/territorial and municipal laws and regulations and related laws or guidelines with respect to environmental matters. All other applicable legislative, regulatory and constitutional requirements still must be fulfilled

The Minister has determined that, based on the information available at the time of the commencement of this Agreement, no evaluation of environmental effects, in accordance with the *Canadian Environmental Assessment Act, 2012*, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an evaluation of environmental effects is required in accordance with the *Act* or that the activities provided for under this Agreement are likely to cause significant adverse environmental effects, or that steps are necessary to mitigate damage to the environment

7. Budget Breakdown and Eligible Expenditures

PROJECT REVENUES

PROJECT REVENUES		Project revised Budget
Canada Cultural Spaces Fund		\$979,907
Municipal		\$131,070
Blyth Arts & Culture Initiative 14/19 Inc.		\$848,837
TOTAL PROJECT REVENUES:		\$1,959,814

PROJECT EXPENDITURES

Column 1	Column 2	Column 3	Column 4	Column 5
Project Expenses by category	Total Project Costs	CCSF Eligible Expenditures Amount (Note 1)	CCSF Ineligible Expenditures Amount (Note 2)	Amount Approved
Capital Expenses Including Construction & Renovation (C/R) and Specialized Equipment (S/E)	\$1,959,814	\$1,959,814		\$979,907
TOTAL PROJECT EXPENSES	\$1,959,814	\$1,959,814		\$979,907

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex B, clause 5.

Note 3: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

ANNEX B
FINANCIAL CONDITIONS

1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Disbursements of the contribution to the Recipient will not exceed the following amount(s) or fifty per cent (50%) of the funding for the project, as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient for the project.

Federal Government Fiscal Year 2016-17: \$631,907
Federal Government Fiscal Year 2017-18: \$348,000

- 1.2 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.

- 1.3 The Recipient must confirm, in writings, expenses to be incurred for the government's current fiscal year and according to sections 1.1 and 1.2 above, no earlier than 60 days prior to the end of the federal government's fiscal year. In the event that the Recipient forecasts to incur fewer expenses than anticipated, the Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.

- 1.4 In the event that the project extends beyond the federal government's fiscal year and that the Recipient expects an unexpended balance to remain as at March 31st from advances received under this Agreement which the Recipient wishes to keep for the next fiscal year, the Recipient shall inform the Minister, in writing, no later than 30 days prior to the end of the federal government's fiscal year.

- 1.4.1 The Recipient shall submit a cash flow plan indicating how the unexpended balance will be disbursed during the period of April 1st until no later than September 30th of the following fiscal year.

- 1.4.2 If the Minister concurs with the plan, the Minister will authorize the Recipient, in writing, to retain a reasonable unexpended balance. Such an authorization, subject to the following conditions, will have the same value and the same effect as a formal amendment to this Agreement:

- 1.4.2.1 Any retained unexpended balance must be used to pay eligible costs under the terms of this Agreement; and

- 1.4.2.2 Any amount carried forward to the subsequent fiscal year must be spent by September 30th of that fiscal year. Any amount carried forward that remains unexpended after September 30th shall constitute a debt owing to Her Majesty and shall be repaid in October of that year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

- 1.4.3 Should the cash flow plan not be approved, the unexpended balance shall constitute a debt owing to Her Majesty and the Recipient shall remit the unexpended balance by June 30th of the subsequent fiscal year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.

- 2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.

3. SURPLUS

- 3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex A. The Recipient further acknowledges that the Minister's approval of funding for the Project was based in part on the representations set out in the Budget.

3.2 When submitting progress reports as required under article 6 of this Annex, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.

3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds 100 per cent of the total cost to the Recipient for undertaking these activities and objectives unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.

3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

4. DESCRIPTION OF ELIGIBLE EXPENDITURES

4.1 The Recipient agrees that the Minister’s contribution will be applied to only those eligible expenditures described in Annex A of this Agreement.

4.2 Eligible in-kind expenditures will not be reimbursed, however they will be considered for the calculation of:

4.2.1 The government stacking limit.

4.2.2 The Minister’s maximum percentage share (identified in article 1.1 of this Annex) towards eligible expenditures.

5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

5.1 Except for the expenditure categories that are limited in Section 5.1 in Annex A of this Agreement, the Recipient may transfer funds amongst approved eligible expenditure categories, under the following circumstances:

5.1.1 after receiving written authorization from the Minister, if at least one expenditure category involved in the transfer(s) represents an increase or a decrease exceeding 15% of the amount of funding approved for that category.

5.1.2 without authorization from the Minister, provided that no expenditure category involved in the transfer(s) would be subject to an increase or a decrease exceeding 15% of the amount of funding approved for that category.

5.2 The Recipient may transfer funds from one eligible item to another within the same expenditure category without the Minister’s authorization.

5.3 Transfers of funds between eligible expenditure categories must not change the nature of the funded project.

6. PAYMENT CONDITIONS

6.1 The Minister shall pay, to the Recipient, the contribution described in clause 1.1 of this Annex as follows:

6.1.1 The Recipient must submit the reports indicated in the schedule below. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous conditions.

6.1.2 Advance payments are based upon the Recipient’s Cash Flow requirements and cannot exceed 100% of the financial assistance awarded for each fiscal year, **except for the last fiscal year covered by the Agreement where advances are issued to a maximum of 95% of the financial assistance for the final year.**

6.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

6.1.4 Fiscal Year 2016-17

Recipient Reporting Obligations				Payment
Due Date	Required Documents	Required Information		
Upon signature of agreement	Signed Agreement Cash Flow	Actuals: April 1, 2016 to June 30, 2016 Forecast: July 1, 2016 to March 31, 2018	Advance for the period of: April 1, 2016 to June 30, 2016	
	No updated report required		Advance for the period of: July 1, 2016 to September 30, 2016	
September 1, 2016	Cash Flow	Actual: April 1, 2016 to July 31, 2016 Forecast: August 1, 2016 to March 31, 2018	Advance for the period of: October 1, 2016 to December 31, 2016	
	Interim Activity Report No updated report required	April 1, 2016 to July 31, 2016	Advance for the period of: January 1, 2017 to March 31, 2017	
February 15, 2017	Written confirmation of expenditures to be incurred by March 31, 2017 as per clause 1.3 of Annex B	Certification of expenditures to be incurred by March 31, 2017	No advance to be issued	
	Note to Recipient: Cash Flow for 2017-18 due March 15, 2017 (see 2017-18 Reporting Obligations below)			

6.1.5 Fiscal Year 2017-18

Recipient Reporting Obligations				Payment
Due Date	Required Documents	Required Information		
March 15, 2017	Cash Flow	Actual: April 1, 2016 to January 31, 2017 Forecast: February 1, 2017 to March 31, 2018	Advance for the period of: April 1, 2017 to June 30, 2017	
	Interim Activity Report	April 1, 2016 to January 31, 2017		
	No updated report required		Advance for the period of: July 1, 2017 to September 30, 2017	
September 1, 2017	Cash Flow	Actual: April 1, 2016 to July 31, 2017 Forecast: August 1, 2017 to March 31, 2018	Advance for the period of: October 1, 2017 to December 31, 2017	
	Interim Activity Report	April 1, 2016 to July 31, 2017		
	No updated report required		Advance for the period of: January 1, 2018 to March 31, 2018	
February 15, 2018	Written confirmation of expenditures to be incurred by March 31, 2018 as per clause 1.3 of Annex B	Certification of expenditures to be incurred by March 31, 2018	No advance to be issued	

6.2 A final payment shall be issued upon receipt and acceptance of the following reports, **certified by a person duly authorized by the Recipient:**

Recipient Reporting Obligations			Payment
Due Date	Required Documents	Required Information	
June 30, 2018	Certified Final Financial Report	April 1, 2016 to March 31, 2018	Final Payment
	Final Activity / Results Report	April 1, 2016 to March 31, 2018	

6.3 The reports required for the purpose of this article are the following ones:

- 6.3.1 Cash Flow as described in clause 7.1
- 6.3.2 Certified Final Financial Report as described in clause 7.2
- 6.3.3 Interim or Final Activity/Results Report as described in Annex D

7. FINANCIAL REPORTS

7.1 Cash Flow:

For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements, as well as in-kind revenues and expenses (as may be applicable), for the completion of the Project. This report must provide a breakdown as per the categories set out in the budget included under Annex A, on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project after the Agreement is signed shall also be included. At the end of the Project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

7.2 Certified Final Financial Report:

For the purposes of this Agreement, the Certified Final Financial Report shall clearly include all of the revenues realized and expenditures incurred by the Recipient for the given period with regard to the project funded, as per the budget categories set out in Annex “A” of this Agreement. Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be certified by professional accountants who are active members in good standing with one of the following professional associations: CA, CMA, CGA legislation.

8. ADVANCE PAYMENTS

8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister’s satisfaction.

8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient’s books and records conducted by auditors appointed by the Minister, as set out in clause 11 of this Annex.

9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

10. OVERPAYMENT

10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.

10.2 When the Recipient’s final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/ result report to the Minister.

10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than thirty (30) days after the date of the notice by the Minister.

10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

11. AUDIT

11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five (5) years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.

11.2 The Recipient acknowledges that, pursuant to section 7.1 of the *Auditor General Act*, R.S. (1985), c. A-17 (Reference: <http://laws.justice.gc.ca/en/A-17/>), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

12. INTEREST

12.1 Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188 (Reference: http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/lbm_142/iacr-eng.asp), plus three per cent (3%), from the due date to the settlement date.

13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).

ANNEX C

GENERAL TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT

The Recipient represents and warrants:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex A accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006,c.9 (Reference: <http://cicccie.gc.ca/Default.aspx?pid=21&lang=en>), the *Values and Ethics Code for the Public Sector* and the *Policy on Conflict of Interest and Post-Employment* (Reference: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <http://cicccie.gc.ca/Default.aspx?pid=24&lang=en>) or the *Conflict of Interest Code for Senators* (Reference: <http://sen.parl.gc.ca/seo-cse/Eng/Code-e.html>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

2. OBLIGATIONS OF THE RECIPIENT

During the term of this Agreement, the Recipient shall:

- 2.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
- 2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
- 2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
- 2.4 ensure access by the Minister, her authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;
- 2.5 ensure access by the Minister or her authorized representatives to any of the recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to her authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
- 2.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and
- 2.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the Values and Ethics Code for the Public Service. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister's representative.

3. **CERTIFICATION – CONTINGENCY FEES**

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person.
- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex B, article 11).
- 3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

4. **APPLICABLE LEGISLATION**

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations.
- 4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.
- 4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbying Act*, R.S., 1985, c. 44 (4th Supp.).

5. **CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT**

- 5.1 The Recipient agrees that,

- (a) any information of a confidential nature related to the Program under which this Agreement is made (the Program) to which the Recipient or its employees or agents become privy shall be treated as confidential, shall be adequately protected against unauthorized use or disclosure and shall not be disclosed to third parties, unless such disclosure is in accordance with the spirit and intent of the *Access to Information Act*, R.S., 1985, c. A-1, and is in accordance with applicable law;
- (b) any personal information related to the Program to which the Recipient or its employees or agents become privy shall be adequately protected against unauthorized use or disclosure and shall not be disclosed to third parties, unless such disclosure is in accordance with the spirit and intent of the *Privacy Act*, R.S., 1985, c. P-21 and is in accordance with applicable law.
- 5.2 The Recipient acknowledges that the Minister is subject to the Access to Information Act, R.S. 1985, c. A-1, and the Privacy Act, R.S., 1985, c. P-21 and acknowledges that the Department of Canadian Heritage (PCH) may be required to disclose information under those Acts.
- 5.3 The Recipient consents to the public disclosure by PCH of the following information: this Agreement itself, amounts advanced as eligible expenditures, the criteria for calculating payments, data showing the activities supporting such payments and any analysis, audit, reports and evaluations relating to the Program. The Minister shall ensure that any public disclosure respects all requirements to protect personal information and third-party information.
- 5.4 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement and, at the request of the Minister, permit reasonable access by PCH representatives to such records and documentation during the same period, for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement.
6. **ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)**
- For any asset purchase (furniture, equipment, vehicles, immovable assets, etc) that has a cost of over \$2,000, the Recipient shall:
- 6.1 Subject to 6.3, preserve and maintain the assets acquired, built and/or renovated with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless;
- 6.1.1 written exemption from this requirement is obtained from the Minister;
- 6.1.2 the Minister authorizes the disposition of the asset;
- 6.1.3 replacement of assets subject to wear is necessary; or
- 6.1.4 assets that have become outdated require replacement.

6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:

6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project;

6.2.2 turned over to another organization or person designated or approved by the Minister; or

6.2.3 disposed of in such other manner as may be determined by the Minister.

6.3 The Recipient agrees to preserve and maintain the immovable assets acquired, built and/or renovated with contribution funds and use them for the purpose for which they were acquired, built and/or renovated for a period of ten (10) years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:

6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Her Majesty, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;

6.3.2 turned over to another organization or person designated or approved by the Minister; or

6.3.3 disposed of in such other manner as may be determined by the Minister.

7. LIABILITY

7.1 The Minister and her employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.

7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.

7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

8. INDEMNIFICATION

8.1 The Recipient shall indemnify and save harmless the Minister and her employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to a person, the death of a person, an environmental effect, or damage to (or loss of) property whether arising directly or indirectly, or due to the result of a willful or negligent act or delay, on the part of the Recipient, its employees, agents or voluntary workers in carrying out the Project. The Minister shall not claim indemnification, under this section, to the extent that the injury, loss or damage has been caused by the Minister or her employees or agents.

8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The unnamed Party shall refrain from any extrajudicial conduct which would prejudice the successful conclusion of the action or proceeding.

9. INSURANCE

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

10. DEFAULT AND REMEDIES

10.1 The following constitute events of default:

- 10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- 10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- 10.1.3 in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;
- 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;
- 10.1.5 in the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and
- 10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.

10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her shall not prevent her in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this clause, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

11. EVALUATION

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and

11.2.2 that the Minister reserves the right at any time during the term of the Agreement and for a period of up to five years after the end of this Agreement to make an evaluation to ensure compliance with the terms and conditions of the Agreement.

12. PARTNERSHIP

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

13. ASSIGNMENT AND SUBCONTRACTORS

The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

14. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

15. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

16. INTELLECTUAL PROPERTY

Any intellectual property developed as a result of the Project shall belong to the Recipient.

17. SUCCESSORS

This Agreement is binding upon the parties and their respective administrators and successors.

ANNEX D
REPORTING REQUIREMENTS
INTERIM OR FINAL ACTIVITY/RESULTS REPORT

A person duly authorized by the Recipient must certify the Interim and Final Activity/Results Reports

1. INTERIM AND FINAL ACTIVITY/RESULTS REPORTS

- 1.1 An assessment of progress towards the project results and the extent to which the project has met program objectives according to performance measures stated in the application and in Annex A.
- 1.2 The Recipient must complete the “Final Activity/Results Report” using the template provided by the regional offices. The “Final Activity/Results Report” template also includes the request for final payment and a declaration that the Recipient organization’s obligations in relation with the Contribution Agreement have been fulfilled. This report must be signed by a duly authorized representative of the Recipient organization.

ANNEX E
ACKNOWLEDGMENT OF FINANCIAL ASSISTANCE

1. General

- 1.1. The “Department” as referenced in this Annex means the Department of Canadian Heritage over which the Minister of Canadian Heritage and Official Languages presides.
- 1.2. The “Project” as referenced in this Annex means any activity for which the Recipient has been funded either in whole, or in part, by the Department.
- 1.3. The “Acknowledgement Guide” as referenced in this Annex is the *Guide to public acknowledgment of financial assistance received*, which are incorporated by reference into and form part of this Agreement.
- 1.4. The “Wordmark” as referenced in this Annex means the “Canada” Wordmark. The style and use of the Wordmark are outlined in the Acknowledgement Guide.
- 1.5. The Acknowledgement “Text” as referenced in this Annex is: “This project has been made possible in part by the Government of Canada.” , “*Ce projet a été rendu possible en partie grâce au gouvernement du Canada*”. Other acceptable variations of the Text are indicated in the Acknowledgement Guide.
- 1.6. The requirements listed in this Annex apply equally to a final recipient who receives funds from the government of Canada through a third party. These requirements must be included in all agreements between the third party and the final recipient.
- 1.7. The Recipient is encouraged to contact the Department of Canadian Heritage for questions regarding items in this Annex.

2. Equal Acknowledgement

- 2.1. The Recipient must acknowledge the Government of Canada’s support in at least equal prominence, proportion and duration as any other funding party, supporter or sponsor who has made a similar financial or in-kind contribution to the Recipient in support of the funded project.
- 2.2. The requirement to acknowledge Government of Canada support as set out in this Annex applies to media or public activities undertaken by the Recipient that are related to promoting the project that has been funded either in whole, or in part by the Government of Canada. This requirement is applicable for the duration of the project. However, the Department may deem advisable to withdraw, either in whole or in part, the requirement for acknowledgement of federal funding by the Recipient.

3. Official Languages

The Recipient must acknowledge the Government of Canada’s support in English and in French, according to the conditions set out in this Annex.

4. Acknowledgment activities

4.1. Printed materials, promotional items, clothing

The Recipient must display the Wordmark and, where space allows, the Text on all printed materials, marketing materials, public reports, publications and media products (including news or media releases, backrounders, media kits and media advisories) issued in any format including print and electronic. Where materials are online, the Wordmark will link to the Government of Canada website at <http://www.canada.ca>;

In cases where a published document is the funded project (e.g. publication of a magazine), the acknowledgement must be prominently displayed in the masthead or an acknowledgement page at the front of the publication regardless of where the logos of other sponsors, supporters or funding parties are displayed;

The Recipient must display the Wordmark on any promotional items related to the funded project if the logos of other sponsors, supporters or funding parties are to be displayed;

The Recipient must display the Wordmark on uniforms or clothing related to the funded project. Acknowledgement on clothing must be pre-approved by the Department.

4.2. Social media

In order to allow the Department to share or retweet information about the funded project, including photos and videos, the Recipient must provide the Department with the address of all social media

accounts (Twitter, Facebook, YouTube, Flickr or others) in which the Recipient publishes information related to the funded project, if applicable. The Recipient must send its list of social media accounts via email at this address: PCH.mediasociaux-socialmedia.PCH@canada.ca.

The Recipient must follow Canadian Heritage on social media by subscribing to the Twitter account [@CdnHeritage](https://twitter.com/CdnHeritage) or [@SportCanada_en](https://www.facebook.com/CdnHeritage) and Facebook page at <http://www.facebook.com/CdnHeritage>, and is invited to share content of interest with its own subscribers, if applicable.

4.3. Funding announcement

The Recipient must, upon the request of, and at a time agreed to by the Department, hold a funding announcement to announce the approved funding. Such announcement may be combined with other events or activities planned by the Recipient, and as agreed to by the Department. The Recipient must maintain the confidentiality of this agreement until the funding announcement.

4.4. Milestone events

The Recipient must provide the Department with an opportunity to participate in milestone events related to the funded project and must inform the Department of the proposed activities planned for these events at least 28 days in advance.

4.5. Press Releases

The Recipient must include a pre-approved Departmental quote in all media releases that refer to funding sources for the funded project. The Recipient must contact the Department for the quote at least 15 business days in advance of production.

4.6. Websites and applications

The Recipient must display the Wordmark and Text on the page or section where other sponsor, supporter or funding party logos are displayed for all Recipient-controlled public facing websites and applications (apps) related to the funded project. Where materials are electronic, the Wordmark must link to the Government of Canada's website at <http://www.canada.ca>.

4.7. Photos and videos

The Recipient must document the project using digital photographs or videos and include an authorization form and a perpetual, non-exclusive license for the Minister to use the photos or videos to promote related programs, initiatives or activities in the Department's publications, reports, websites and social media channels;

Technical specifications, authorization forms and license templates are available in the [Acknowledgement Guide](#);

The Department may, at its discretion, send a photographer and/or a videographer (and required support staff) to document the project. In this case Recipient must provide access, as reasonably required to project event or activity sites and facilitate interviews with Recipient staff present at the site, or with any contracted party at the site unless such requests are specifically prohibited in the contract of the contracted party.

5. Acknowledgement for Capital Projects

5.1 Construction Sign

- For capital construction or renovation projects undertaken on immovable properties (including but not limited to buildings, statues, infrastructure) funded in whole or in part by the Government of Canada, the Recipient must produce and place separate signage in size and prominence at least equal to that of the Event Site Signage;

The design and wording of such signage will be at the Minister's discretion and will be provided by the Minister;

Signage must remain in place throughout the construction project until the substantial completion of the project or the official opening ceremony, whichever is the later.

- For capital construction or renovation projects undertaken on immovable properties (including but not limited to buildings, statues, infrastructure) funded in whole or in part by the Government of Canada, the Recipient must include the Wordmark and Text on all site signage in size and prominence at least equal to that of any other sponsor, supporter or funding party to be presented;

This requirement does not apply to signage that is placed on the site by the building contractors or architects for the purposes of promoting their role in the project;

Site signage bearing the Wordmark must remain in place throughout the construction project until the substantial completion of the project or the official opening ceremony, whichever is the later.

5.2 Post construction Plaque

Where funding is provided for any immovable structure or property (including but not limited to buildings, statues, structures, monuments or infrastructure), the Recipient must install, prior to the official opening or unveiling of the project, a Plaque noting the project has been made possible in part through a contribution from the Government of Canada.

The Department will provide the plaque to the Recipient, which must be requested at least 20 business days prior to installation. If the Recipient wishes to design and install a different plaque, which will be at the Recipient’s expense, the design, wording and specifications (including the size and location of the Plaque) are to be approved by the Department at least 10 business days in advance of production work commencing.

ANNEX F

CONFIRMATION OF SIGNING AUTHORITY

We, the undersigned Board members of THE TOWNSHIP OF NORTH HURON, confirm that the following staff is/are affirmed as signatory/signatories, having signing authority for all matters concerning this Agreement.

Staff Signatory/Signatories

<div>Name (Print)</div>	<div>Name (Print)</div>
<div>Position</div>	<div>Position</div>
<div>Signature</div>	<div>Signature</div>

Board Signatories

<div>Name of Board Member (with signing authority)</div>	<div>Name of Board Member (with signing authority)</div>
<div>Position</div>	<div>Position</div>
<div>Signature</div>	<div>Signature</div>

☐ Annex F is not applicable to this contribution agreement due to the fact that the organization has already submitted a resolution from the Board of Directors giving (Mr. or Ms.) _____ signing authorities with regards to this agreement and all related documents.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 91-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport – Wingham.

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

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport – Wingham;

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 Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport – Wingham.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 3RD DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 3RD DAY OF OCTOBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk



MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in duplicate this day of 2016

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH URON
(Hereinafter referred to as the "TOWNSHIP")

Hereby agrees to and with

WINGHAM RC JET CLUB,
(Hereinafter referred to as the "THE CLUB")

WHEREAS the TOWNSHIP owns and maintains an airport known as the Richard W. LeVan Airport - Wingham, 40647 Amberley Road, Concession 1 Part of lot 7 thru 14, in the Township of Morris Tumberry, County of Huron, in the Province of Ontario.

AND WHEREAS the club has a requirement for the use of an airstrip and associated infrastructure to conduct club activities.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained, the TOWNSHIP and THE CLUB agree as follows:

1. DESCRIPTION

The TOWNSHIP agrees to provide access to THE CLUB, to the common areas of the airport and the following property at the Richard W. LeVan Airport:

- a) land area located to the west of the terminal off the taxi way to accommodate a portable fiberglass storage shed with $\frac{3}{4}$ " plywood floor (size 10' width x 20' length x 9'-6" height) colour tan, for purposes of storing equipment directly related to the operation of THE CLUB. Land area will be calculated based on a five foot buffer surrounding the portable building (15' width x 25' length = 375 square feet);
- b) there is no hydro or water supplied to this site. Should THE CLUB choose to install these services, with prior written permission from the TOWNSHIP, all costs will be absorbed by THE CLUB
- c) There is no asphalt or gravel driveway from the taxiway to the shed entrance. Should THE CLUB choose to install eitherone, with prior written permission from the TOWNSHIP, all costs will be absorbed by THE CLUB. There is no winter snow maintenance from the taxiway to the shed entrance.
- d) shared use of the Common Area, main meeting room, washrooms located in the airport main building plus use of the airport property, including the runway when required, at the Richard W. LeVan Airport building in cooperation with other users of the airport.

2. RENTAL PAYMENT

THE CLUB agrees to pay to the TOWNSHIP an annual rent of \$375 plus applicable taxes payable in advance with the first payment due on or before the 1st day of April 2016.

On the 1st day of the commencement of each subsequent year of the term herein, the base rent shall be increased in proportion to the increase in the Ontario

Consumer Price Index as published by Statistics Canada for the immediately preceding calendar year, and that rent shall become the new base rent. A letter recalculating the annual rental fee will be sent to the on-site commander of the gliding program in January of each year of this agreement.

3. TERM & COMMENCEMENT

The term of this agreement shall be for a period of five (5) years beginning on the 1st day of April 2016 and will terminate on the 31st day of March 2021.

4. RENEWAL

THE CLUB shall, at the discretion of the TOWNSHIP, have the right to request a renewal of this agreement for a further five (5) year period, with the terms and conditions to be negotiated with the Township of North Huron at that time. THE CLUB shall notify the TOWNSHIP at least three (3) months prior to the termination of this agreement of its intention to renew.

5. TERMINATION

Either party hereto may at any time terminate this agreement upon giving to the other party at least sixty (60) days prior written notice of intention to terminate.

6. CHARGES, REPAIRS AND CONSTRUCTION

- a) Except as provided below, the TOWNSHIP shall be responsible for all ordinary and extraordinary charges and all major and minor repair and maintenance for the said premises.
- b) THE CLUB shall be responsible for damages to the premises save and except damages caused by or attributable to fair or ordinary wear and tear, fire, storm, tempest or other cause (e.g. fortuitous event, irresistible force, etc.) beyond the control of the THE CLUB.
- c) The CLUB shall not add to or alter the demised Premises without specific written approval of the TOWNSHIP and then, only at the THE CLUB'S expense.

7. THE CLUB'S PROPERTY

THE CLUB agrees to assume full responsibility for the care of its property at all times and to assume all risk of loss, damage or injury to itself, its servants, agents, employees, invitees or licensees. It is further agreed that the shed exterior colour will match the existing hangers at the site. Alterations to this will require written permission from the TOWNSHIP.

The TOWNSHIP acknowledges that the shed is owned by the Minister of Defense and is on loan to THE CLUB. The TOWNSHIP further acknowledges that the Minister of Defense has agreed to insure the building as part of their properties currently located on the property.

8. INSURANCE

Proof of general liability and property damage insurance with a limit of at least \$2,000,000 is required naming the Township of North Huron as an additional insured on this policy.

THE CLUB is responsible for insuring all contents of the storage shed.

9. LIABILITY AND CLAIMS

- a) Effective upon the execution date of this License Agreement, and subject to the Crown Liability and Proceedings Act, THE CLUB will indemnify and save harmless the TOWNSHIP, its employees and agents from and against any and all claims, demands, losses, damages, costs, fines, penalties and expenses made against or incurred, suffered or sustained by the TOWNSHIP at any time where the TOWNSHIP'S indemnified losses arise out of or are based upon the actions or omissions of THE CLUB, its employees, agents or contractors with respect to anything arising under this Agreement except to the extent that the TOWNSHIP'S indemnified losses arise out of or are based upon the negligence, bad faith, or wilful misconduct of the TOWNSHIP, its employees, agents or contractors.
- b) Effective upon the execution date of this License Agreement, and subject to the Crown Liability and Proceedings Act, the TOWNSHIP will indemnify and save harmless THE CLUB, its employees and agents from and against any and all claims, demands, losses, damages, costs, fines, penalties and expenses made against or incurred, suffered or sustained by THE CLUB at any time where THE CLUB'S indemnified losses arise out of or are based upon the actions or omissions of the TOWNSHIP, its employees, agents or contractors with respect to anything arising under this Agreement except to the extent that THE CLUB'S indemnified losses arise out of or are based upon the negligence, bad faith, or wilful misconduct of THE CLUB, its employees, agents or contractors.

10. DESTRUCTION BY FIRE

If the said premises are at any time during the said term, or any renewal term under this agreement, wholly or partially destroyed by fire, storm, tempest or other causes beyond the control of THE CLUB, so as to totally or partially deprive THE CLUB of their use, the rent required shall forthwith become payable up to the time of such destruction and the term created shall forthwith terminate; but, if the premises are only partially destroyed, then THE CLUB may, with the written consent of the TOWNSHIP forthwith repair and make the premises fit for the purposes of THE CLUB, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by THE CLUB and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of THE CLUB.

11. SUB-LETTING

The demised premises or any part thereof shall not be transferred, assigned or sub-let by THE CLUB without the consent of the TOWNSHIP, provided that such consent shall not unreasonably or arbitrarily be withheld.

12. RULES AND REGULATIONS

THE CLUB agrees to observe all rules, regulations and laws laid down by transport Canada and the rules and regulations laid down by the TOWNSHIP or its agent concerning the proper conduct of the airport. Upon any breach of such rule or regulation by THE CLUB, the TOWNSHIP may at its sole discretion immediately terminate this agreement and re-enter and take possession of the demised premises.

13. RIGHT TO INSPECT

The TOWNSHIP may enter upon and inspect the demised premises at any time during the currency of this agreement. THE CLUB agrees to obey promptly all directions of the Airport Management and Township of North Huron relating to the operation of aircraft on the Airport Lands.

14. NOTICES TO THE PARTIES TO THIS AGREEMENT

Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally or by its being sent by mail, postage prepared to the other party at the following address:

a) For the TOWNSHIP:

Director of Recreation and Facilities
Township of North Huron
274 Josephine Street
P.O. Box 90
Wingham ON N0G 2W0

b. For THE CLUB:

Attn: Blair Howkins
Club President
21 Alex Avenue, Unit #1
Woodbridge, ON, L4L 5X2

IN WITNESS WHEREOF THE TOWNSHIP HAS DULY EXECUTED THIS AGREEMENT
AT THE TOWNSHIP OF NORTH HURON, THIS DAY OF 2016.

SIGNED, SEALED AND DELIVERED
in the presence of:

ON BEHALF OF
CORPORATION OF THE TOWNSHIP
OF NORTH HURON

(Witness)

Neil Vincent
Reeve, Township of North Huron

IN WITNESS WHEREOF THE MINISTER HAS DULY EXECUTED THIS AGREEMENT
AT OTTAWA, ONTARIO, THIS DAY OF 2016.

WINGHAM JETS CLUB

(Witness)

Per: Blair Howkins
Blair Howkins
Club President

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

BY-LAW NO. 92-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail.

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

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail;

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 an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 3RD DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 3RD DAY OF OCTOBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

AGREEMENT

THIS AGREEMENT ("Agreement") is made this day of , 2016,

BETWEEN :

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter "North Huron") OF THE FIRST PART

-and-

THE NORTH HURON SNOWMOBILE CLUB

(hereinafter the "Snowmobile Club") OF THE SECOND PART

- A. WHEREAS** North Huron is the lessee of certain lands from the Province of Ontario which form part of the Blyth Greenway Trail;
- B. AND WHEREAS** pursuant to the Lease with the Province, the Province of Ontario permits North Huron to enter into user agreements for the land;
- C. AND WHEREAS** the Snowmobile Club wishes to arrange for the use of these lands for snowmobile activities by its members;

NOW THEREFORE, IN CONSIDERATION OF THESE PRESENTS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Snowmobile Club, through its members, will be allowed the non-exclusive use of the sections of Former G&G Rail Line located within the Town of Blyth commencing to the west at GPS coordinates (Latitude N45°44'20.555 Longitude W81°26,5.681") and ending to the east at GPS coordinates (latitude N43°44'2.716" Longitude W81°25'8.124") in the Township as depicted in Schedule "A" to this Agreement.
- 2. The right to use the lands will include the right and obligation of the Snowmobile Club to enter, establish, groom, maintain, sign and use the said lands for the exclusive purpose of allowing valid permitted and exempted snowmobiles and their riders to engage in snowmobiling activities.
- 3. The Snowmobile Club shall at all times remain a member in good standing of the Ontario Federation of Snowmobile Clubs ("OFSC") and be able to verify this to North Huron

with a current OFSC certificate or this Agreement shall immediately be deemed null and void.

4. By remaining a member a member in good standing of the OFSC, the Snowmobile Club shall be a party to the OFSC's third party liability insurance. This coverage is confirmed by the Snowmobile Club by signing this Agreement on the condition that no fee has been charged by North Huron for the use of the designated premises. The insurance shall have adequate limits to cover land uses specified herein by the Snowmobile Club and valid permitted and exempted snowmobiles and their riders on the designated premises.
5. The OFSC and the Snowmobile Club shall maintain and provide to the Township of North Huron annually, for so long as this Agreement is in place, along with confirmation that the Snowmobile Club is in good standing with the OFSC, a certificate of insurance. The Commercial General Liability limit shall be no less than Fifteen Million (\$15,000,000) Dollars per occurrence, naming the Township of North Huron and Her Majesty the Queen in Right of the Province of Ontario as additional insureds. Coverage shall include, but not be limited to, bodily injury, property damage, contractual liability and contain a cross-liability severability of insured clause. The policy shall be endorsed to provide the Township of North Huron with thirty (30) days' written notice of cancellation. The policy shall be considered primary and not excess of any insurance available to the Township of North Huron.
6. The Snowmobile Club with North Huron's written consent on each occasion, shall have access to the designated premises prior to and after the winter months for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover.
7. The Snowmobile Club shall maintain that portion of the designated premises to be used by valid permitted and exempted snowmobiles and their riders in reasonably good condition for snowmobiling purposes only; and undertake to post appropriate signage, remove on an annual basis any litter caused by valid permitted and exempted snowmobiles and their riders and repair or replace property damaged by valid permitted and exempted snowmobiles and their riders on that portion of the designated property used for snowmobiling.
8. The Snowmobile Club agrees to indemnify and to hold North Huron and Her Majesty the Queen in Right of Ontario harmless from all claims, causes of action, damages, penalties and costs (including legal fees) which may be asserted against North Huron or Her Majesty the Queen in Right of Ontario resulting from any injury, damage, incident, or activities on the designated premises caused by the activities of the Snowmobile Club under this Agreement. The Snowmobile Club's obligations to indemnify herein shall survive the expiration or the termination of this Agreement.

9. Each of North Huron and the Snowmobile Club shall give the other sixty (60) days' prior written notice of any changes to or cancellation of this Agreement.
10. This Agreement may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF the parties have set their hands and seals.

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

Per: _____
Neil Vincent – Reeve

Per: _____
Kathy Adams – Clerk
We have the authority to bind the corporation.

**THE NORTH HURON SNOWMOBILE
CLUB**

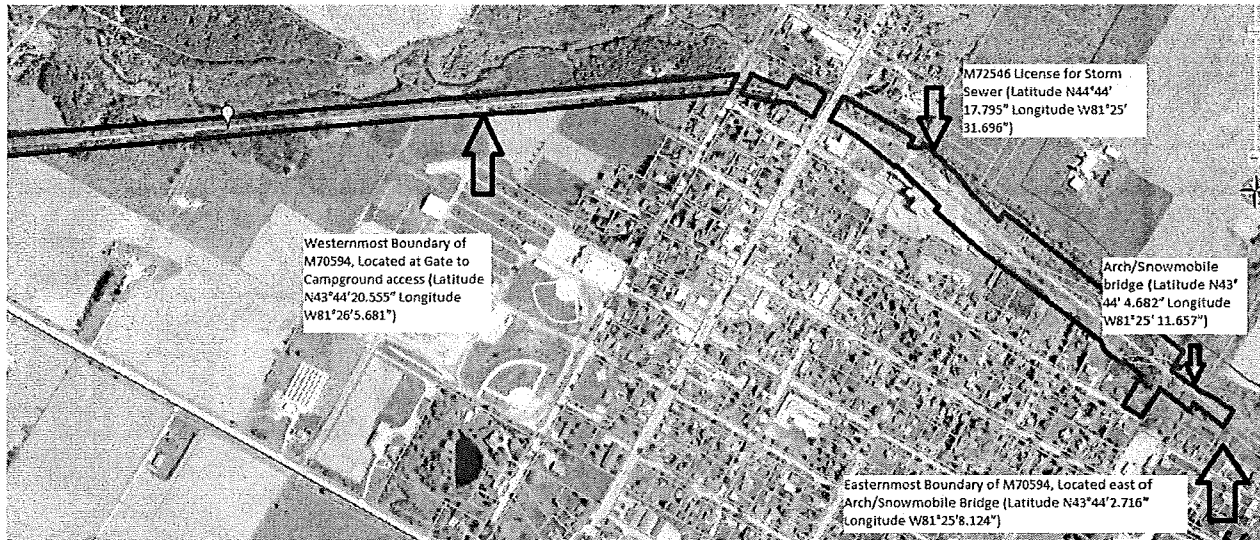
Per: _____

Per: _____

We have the authority to bind the corporation.

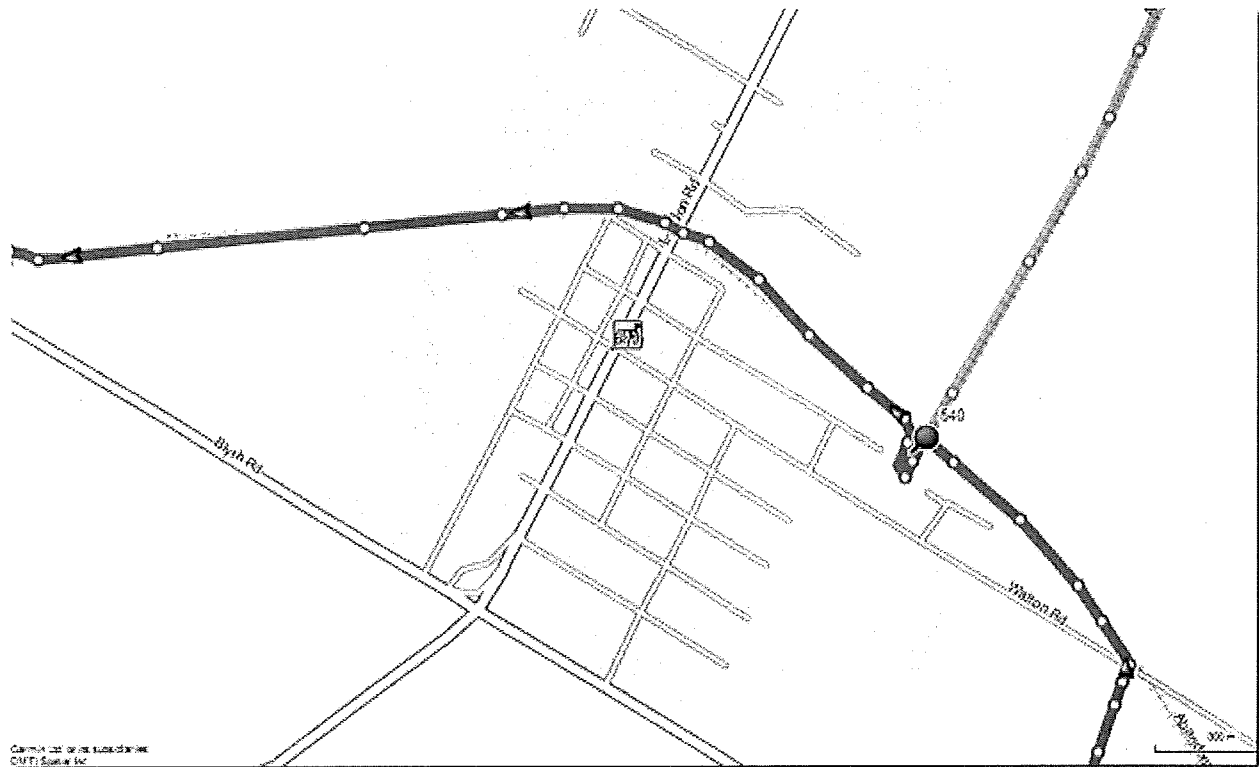
SCHEDULE "A"

Sections of Former G&G Rail Line located within the Town of Blyth commencing to the west at GPS coordinates (Latitude N45°44'20.555 Longitude W81°26'5.681") and ending to the east at GPS coordinates (latitude N43°44'2.716" Longitude W81°25'8.124") as shown on the mapping below.



SCHEDULE "B"

North Huron Snowmobile Trail (Map provided by Ontario Federation of Snowmobile Clubs District 9)



THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 93-2016

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 October 3, 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 3rd day of October, 2016.

READ A THIRD TIME AND FINALLY PASSED this 3rd day of October, 2016.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk