

**THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA**



Date: Monday, November 7, 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 November 7, 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 4.1.3; AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1 Minutes	
4.1.1 Minutes of the Regular Council Meeting held October 17, 2016	9
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5.1	Deb Homuth - South Huron Hospice Steering Committee	104
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6.	REPORTS	
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6.1.1	Consent Application Report - File# B38-2016	113
	Owner: Wayne and Linda Hopper, 38507 Glen's Hill Road, Part Lot 28, Concession 6, East Wawanosh, Township of North Huron.	

THAT the Council of the Township of North Huron hereby recommends approval of the Consent Application File# B38-2016, Owner: Wayne and Linda Hopper, 38507 Glen's Hill Road, Part Lot 28, Concession 6, East Wawanosh, Township of North Huron with the following conditions:

Expiry Period

Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of decision.

Municipal Requirements

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

The subject parcel be numbered and addressed for 911 purposes to the satisfaction of the Township.

The sum of \$500 be paid to the Township as cash-in-lieu of parkland.

Survey

Provide to the satisfaction of the County and the Township:

a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and

b) a reference plan based on the approved survey

Zoning

Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Township.

Storm Water

Section 65 of the Drainage Act to be addressed to the satisfaction of the Township.

Septic System Inspection

Applicant is to provide a letter from a licensed contractor advising that the tank has been pumped and is functioning properly for the severed parcel of land to the satisfaction of the Township.

6.1.2	Notice of Request for Drain Improvement of Sturdy Drain - F Branch	118
	<i>THAT the Council of the Township of North Huron hereby accept the Petition for Improvement to the Sturdy Municipal Drain – F Branch at Concession 1 W Pt Lot 30, East Wawansoh, under Section 78 of the Drainage Act; and that GM BluePlan Engineering Firm, be appointed to prepare a report.</i>	
6.1.3	Petition Policy	120
	<i>THAT the Council of the Township of North Huron hereby receives the Manager of Employee and Business Services/Deputy Clerk’s report regarding a draft Petition Policy for information purposes; AND FURTHER THAT Council approves the draft Petition Policy as presented and directs the Clerk to prepare a by-law to adopt the Petition Policy at the November 21, 2016 Council meeting.</i>	

6.2	Finance Department	
6.2.1	Court Security and Prisoner Transportation Program	125
	<i>THAT the Council of the Township of North Huron hereby acknowledges the funding agreement with the Ministry of Community Safety and Correctional Services for the Court Security and Prisoner Transportation Program; AND FUTHER THAT the Clerk be directed to prepare a by-law to execute the agreement to be presented at the November 21, 2016 Council meeting.</i>	
6.2.2	Source Protection Funding Agreement Amendment	153
	<i>THAT the Council of the Township of North Huron hereby acknowledges Amendment No. 2 to the Source Protection Implementation Funding requesting a three month spending extension; AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-law to allow the By-law to be passed at the November 7th Council meeting; AND FURTHER THAT the authority to execute the agreement be delegated to the Director of Finance, Donna White.</i>	
6.3	Recreation and Facilities Department	
6.3.1	Belgrave Community Centre Parking Capital Improvements	164
	<i>THAT the Council of the Township of North Huron hereby approve the parking lot paving project proposed by the Belgrave Community Centre Board, at the Belgrave Community Centre, to include four new parking spaces, which will include three accessible parking spaces on the former 14 Queens Street address; AND FURTHER THAT the paving and accessible parking line painting will comply with the paving standards and Ontario Accessibility Act standards provided by the North Huron Public Works department and the Recreation and Facilities department; AND FURTHER THAT \$4,000 of the 14 Queen's Street demolition project budget will be paid to the Belgrave Community Centre Board as a contribution toward the repurposing project of this property.</i>	
6.4	Public Works / Utilities Department	
6.4.1	Howson Dam Public Comment Period	167
	<i>THAT the Council of the Township of North Huron hereby receive the report Howson Dam Environmental Assessment Update for information; AND FURTHER THAT the Council of the Township of North Huron hereby direct staff to prepare an RFP document to conduct a Dam Safety Assessment to determine the feasibility of an application under LRIA for approvals with the Ministry of Natural Resources and Forestry.</i>	
6.4.2	Watertower Standpipe EA RFP Results	181
	<i>THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding results for the Wingham Water Tower Standpipe Environmental Assessment RFP; AND FURTHER THAT Council award RFP 2016-002 to B.M. Ross & Associates Limited of Goderich, Ontario at a total estimated fee of \$53,165 (excluding HST) being the highest scoring proposal received.</i>	

6.5	Fire Department of North Huron	
6.5.1	Fire and Emergency Services Report 11-06-16 Council Request for Follow Up Information - Tent Inspection Fees	184
	<i>THAT the Council of the Township of North Huron hereby approve the report for information purposes; AND FURTHER THAT the invoice for Fire Inspection services for the Belgrave School Fair be amended to exclude the separate fee for review of the Fire Safety Plans.</i>	
6.6	Wingham Police Service	
6.6.1	Community Safety Zones	186
	<i>THAT the Council of the Township of North Huron hereby consider amendments to the North Huron bylaw regulating traffic on the streets of the municipality to lower the maximum speed limits in "Community Safety Zones" to reduce injuries and save lives in the event of car/pedestrian collisions; AND FURTHER THAT the matter be referred to the Director of Public Works for investigation and follow up.</i>	
6.7	CAO	
7.	CORRESPONDENCE	
7.1	The Royal Canadian Legion Br. 180 Wingham Remembrance Day Service	188
	<i>THAT the Council of the Township of North Huron hereby approve the request from the Royal Canadian Legion Branch 180, Wingham Ontario to close Veterans Road, John Street from Centre Street to Josephine Street, Wingham; for the Remembrance Day Service on Friday, November 11, 2016 from 9:00 a.m. until 12 noon; AND FURTHER that three barricades will be placed at the Cenotaph and one at the corner of Centre Street and John Street, Wingham; AND FURTHER that the appropriate Emergency Services be advised of these closures.</i>	
7.2	Elementary School Fair Board Request	189
	<i>THAT the Council of the Township of North Huron adhere to the Donation and Fee Waiving Policy and decline the request to have the tent permit fees waived for the Elementary School Fair on September 13, 2017 at the Belgrave Community Centre.</i>	
7.3	Huron County Health Unit - World Aids Day request for support	190
	<i>THAT the Council of the Township of North Huron supports World Aids Day December 1st, 2016 and allows the Huron County Public Health Nurses and Staff to line the streets of downtown Wingham, North Huron, with donated red scarves.</i>	
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. 102-2016	191
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch.	
	<i>THAT By-law 102-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch; be introduced, read and first and second time.</i>	
	<i>THAT By-law 102-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.</i>	
10.2	By-law No. 103-2016	203
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Software Licence, Service and support Agreement, between the Corporation of the Township of North Huron and Legend Recreation Software Inc.	
	<i>THAT By-law 103-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Software License, Service and support Agreement, between the Corporation of the Township of North Huron and Legend Recreation Software Inc.; be introduced, read a first and second time.</i>	
	<i>THAT By-law 103-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Software License, Service and support Agreement, between the Corporation of the Township of North Huron and Legend Recreation Software Inc.; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.</i>	
10.3	By-law No 104-2016	250
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Temporary Easement Agreement between the Corporation of the Township of North Huron and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall, 431 Queen Street, Blyth, Ontario.	

THAT By-law 104-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Temporary Easement Agreement between the Corporation of the Township of North Huron and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall, 431 Queen Street, Blyth, Ontario; be introduced, read a first and second time.

THAT By-law 104-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Temporary Easement Agreement between the Corporation of the Township of North Huron and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall, 431 Queen Street, Blyth, Ontario; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

11. ANNOUNCEMENTS

12. OTHER BUSINESS

13. CLOSED SESSION AND REPORTING OUT

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

- Personal matters about an identifiable individual, including municipal or local board employees (Recreation Department Staffing)*
- A proposed or pending acquisition or disposal of land by the Corporation (Permanent easement, Blyth)*
- Advice that is subject to solicitor-privilege, including communications necessary for that purpose (Procedural By-law - Legal Opinion)*
- A proposed or pending acquisition or disposal of land by the Corporation (Acquisition of Property - Nature Centre Road)*
- Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Update)*
- Litigation or potential litigation, including matters before administrative tribunals, affecting the Corporation (Legal Matter - Building/Fire Code Outstanding Orders)*

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

- 13.1 Recreation Department Personnel Matter
- 13.2 Acquisition of Property- Permanent Easement - Blyth
- 13.3 Procedural By-law - Legal Opinion
- 13.4 Acquisition of Property - Nature Centre Road
- 13.5 Shared Services Personnel Matters
 - 13.5.1 Report of the Director of Public Works - Restructuring/Personnel Matters
 - 13.5.2 Shared Services Steering Committee - Administration Review Update

13.6 Legal Matter - Building/Fire Code Outstanding Orders

14. CONFIRMATORY BY-LAW

14.1 By-law No. 105-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron. 253

THAT By-law 105-2016; 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 105-2016; 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 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, October 17, 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
Richard Al, Manager of Employee and Business Services
Kirk Livingston, CBO/Property Standards/Zoning
Laura Young, Planner

OTHERS PRESENT: Denny Scott, Citizen
Jackie Riggs, Advance Times
Jim Snyder, Steve Hill, Bob Middleton, Karen Redmond,
Frank Hallahan, Steve Hallahan, Marian Hallahan

1. CALL TO ORDER

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

2. CONFIRMATION OF THE AGENDA

M544/16

MOVED BY: B. Vodden

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron; accept the Agenda for the October 17, 2016 Council Meeting; as printed.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None disclosed.

4. CONSENT AGENDA

M545/16

MOVED BY: B. Knott

SECONDED BY: J. Campbell

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

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

CARRIED

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held October 3 2016

4.2 Reports

4.2.1 Finance Report 10-17-16 (Department Update)

4.2.2 Finance Report 10-17-16 (Gas Tax Base Spending Review)

4.2.3 Fire and Emergency Service Report 10-17-16 (911 signs for vacant farm driveways - update)

4.2.4 Fire and Emergency Service Report 10-17-16 (Monthly Activity Report)

4.2.5 Fire and Emergency Service Report 10-17-16 (Self Contained Breathing Apparatus)

4.2.6 Building Department - Report 10-17-16 (Department Update)

4.2.7 CAO Report 10-17-16 (October Administration Activities)

4.2.8 Bills and Accounts

Accounts Payable	October 14, 2016
General Account	\$127,579.43
Water Account	\$75,080.30
Sewer Account	\$47,083.32
General Internet/Pre-authorized	\$65,007.74
Water Internet/Pre-authorized	\$14,878.68
General Direct Deposit	\$77,263.08
Sewer Pre-authorized	\$14,827.31
TOTAL	\$421,719.86

4.3 Correspondence

4.3.1 Ashfield-Colborne-Wawanosh Resolution - Auburn Dog Park

4.3.2 Cowbell Brewing Co. Events in Blyth

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

5.1 Laura Young, Huron County Planner - Bill 73 Update

M546/16

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby approve the menu of options contained in the chart in the Bill 73 Report as presented by Laura Young, Huron County Planner, to be used to assist Council when considering the effect of public and agency comments on decisions of planning applications and required to be included in motions for planning applications.

CARRIED

5.2 Committee of Adjustment Meeting

File D13-01/2016 Minor Variance Application

Concession 5 South Part Lot 40, East Wawanosh Ward, North Huron (39732 Westfield Road)

Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan

M547/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at 7:26 p.m. to enter a Committee of Adjustment Meeting.

CARRIED

M548/16

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron reconvene the Regular Council meeting at 7:38 p.m.

CARRIED

M549/16

MOVED BY: J. Campbell

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby accept the recommendation of the Committee of Adjustment; that the Minor Variance D13-01/2016 as it applies to Concession 5 South Part Lot 40, East Wawanosh Ward, Township of North Huron (39732 Westfield Road) Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan; be approved

CARRIED

5.3 Jacqui Empson Laporte - Proposal for Dog Park in Auburn

Karen Redmond on behalf of Jacqui Empson Laporte, delivered a presentation regarding a proposed dog park in Auburn.

M550/16

MOVED BY: B. Knott

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby supports the proposal for a dog park in Auburn and supports a financial contribution similar to that being provided by Ashfield-Colborne-Wawanosh and Central Huron.

CARRIED

6. REPORTS

6.1 Clerks Department

6.1.1 Election 2018 - Municipal Elections Modernization Act

M551/16

MOVED BY: B. Knott

SECONDED BY: T. Seip

*THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Bill 181, Municipal Elections Modernization Act, 2016, for information purposes;
AND FURTHER THAT Council maintain the existing first-past-the-post voting model for the 2018 Municipal Election.*

CARRIED

6.1.2 Election 2018 - Alternative Voting Methods

M552/16

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Alternative Voting Methods for the 2018 Election for information purposes;

AND FURTHER THAT Council authorize the use of internet and telephone based voting for the 2018 Election;

AND FURTHER THAT Council authorize staff to participate in a County-wide elections working group to establish policies and procedures, and investigate potential group pricing for internet and telephone based voting in conjunction with staff representatives from other Huron County municipalities.

CARRIED

6.2 Finance Department

6.2.1 Insurance Renewal 10-17-16

M553/16

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby authorizes the Director of Finance to obtain a Municipal Insurance Renewal Proposal with BFL Canada for coverage for 2017.

CARRIED

6.3 Recreation and Facilities Department

6.4 Public Works / Utilities Department

6.4.1 Public Works Shared Service Policy Updates

M554/16

MOVED BY: B. Knott

SECONDED BY: J. Campbell

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

AND FURTHER 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.

CARRIED

6.4.2 CWWF Funding Application Endorsement

M555/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby receive the report Clean Water and Wastewater Fund Application Endorsement Application Endorsement for information;

AND FURTHER THAT the Council of the Township of North Huron hereby endorse the projects included in the application as Master Water and Wastewater Servicing Plans and Detailed Design of the Wingham Standpipe project.

CARRIED

6.4.3 Blyth Tim Hortons Development Watermain Extension Agreement

M556/16

MOVED BY: B. Knott

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby receive the report Blyth Tim Hortons Watermain Extension Agreement for information;

AND FURTHER THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2336438 Ontario Ltd. be brought forward for Council consideration, subject to the Owner providing satisfactory securities and insurance information.

CARRIED

6.4.4 Cowbell Brewery Watermain Extension Agreement

M557/16

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby receive the report Cowbell Brewery Watermain Extension Agreement for information;

AND FURTHER THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2363769 Ontario Ltd. be brought forward for Council consideration.

CARRIED

6.5 Fire Department of North Huron

6.5.1 Diesel exhaust system for Wingham Fire Station

M558/16

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby authorize the purchase of an AirVac 911 from Air Vacuum Corporation for the exhaust removal requirements at FDNH Wingham Station at an installed purchase price of \$24,647 US Dollars (approximately \$33,000 Canadian Dollars).

CARRIED

6.6 CAO

6.6.1 George Agnew Reid Murals - East Wawanosh 150th

M559/16

MOVED BY: B. Knott

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron provide a letter for the East Wawanosh Canada 150 Grant application indicating permission to erect replicas of George Agnew Reid paintings in three spots in East Wawanosh (sites to be determined upon successfully receiving the grant). Potential sites include, the Belgrave Arena, the Belgrave picnic pavilion and the rest stop on highway 4.

CARRIED

6.6.2 Central Huron Cross Border Services Agreement

M560/16

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a Cross Border Services Agreement with the Municipality of Central Huron relating to the provision of water services to the Cowbell Brewing Company Development.

CARRIED

7. CORRESPONDENCE

7.1 Living Water Christian Fellowship request to waive hall rental

M561/16

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron adhere to the North Huron Fee Waiving Policy and decline the request to waive the fees for the rental of the Blyth Arena Hall for Friday, April 14, 2017 for the free breakfast event being held by the Living Water Christian Fellowship;
AND FURTHER THAT the Living Water Christian Fellowship be offered the same rental fee for the Blyth Arena Hall as that arranged for past rentals of Memorial Hall.

CARRIED

7.2 Huron Natural Heritage Plan Implementation Strategy

Councillors to let the Clerk know if they are able to attend one of the sessions.

8. COUNCIL REPORTS

8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported that the Huron Manufacturers Gala will be taking place on November 17, 2016 in Seaforth.

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

Councillor Vodden reported that the Chair of the Friends of the Museum is resigning at the end of 2016 and that the group may be disbanding.

Councillor Vodden noted that the group is planning a number of events consisting of new projects and displays. Councillor Vodden noted that Council will need to consider options for museum programs if the group disbands.

Councillor Knott reported receiving supportive feedback regarding the investigation of traffic control at Highway 4 and County Road 25. Councillor Knott requested that a letter be sent to Central Huron Council requesting their support in this matter.

M562/16**MOVED BY:** B. Knott**SECONDED BY:** T. Seip

THAT the Council of the Township of North Huron hereby direct staff to send a letter to Central Huron requesting their support in regards to Huron County investigating traffic control options for the corner of Highway 4 and County Road 25 in Blyth.

CARRIED**8.3 REQUESTS BY MEMBERS**

Reeve Vincent requested that staff review and report on the fee by-law as it pertains to fire inspection fees for tent inspections.

Director of Fire and Emergency Services, David Sparling responded that a meeting was scheduled for Wednesday October 19, 2016 to discuss the fees by-law.

Councillor Seip requested that staff, Council and the public support the Building Bridges to Our Future Aviva Insurance contest by registering and voting for the Maitland River Elementary School playground project.

9. NOTICE OF MOTION**10. BY-LAWS****10.1 By-law No. 83-2016**

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

M563/16**MOVED BY:** B. Knott**SECONDED BY:** T. Seip

THAT By-law 83-2016; being a by-law Respecting Development Charges for the Corporation of the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10.2 By-law No. 94-2016

Being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron.

M564/16

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT By-law 94-2016; being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron; be introduced a first and second time.

CARRIED

M565/16

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Knott

THAT By-law 94-2016; being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10.3 By-law No. 95-2016

Being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron.

M566/16

MOVED BY: R. Hallahan

SECONDED BY: B. Vodden

THAT By-law 95-2016; being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron; be introduced, read a first and second time.

CARRIED

M567/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT By-law 95-2016; being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10.4 By-law No. 96-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation.

M568/16

MOVED BY: R. Hallahan

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 96-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation; be introduced, read a first and second time.

CARRIED

M569/16

MOVED BY: B. Vodden

SECONDED BY: T. Seip

THAT By-law 96-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation; be 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. 97-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service.

M570/16

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT By-law 97-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service; be introduced, read a first and second time.

CARRIED

M571/16

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT By-law 97-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

11. ANNOUNCEMENTS**12. OTHER BUSINESS****13. CLOSED SESSION AND REPORTING OUT****M572/16**

MOVED BY: B. Vodden

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby proceeds at 8:56 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 - Hutton Heights);*
- *A proposed or pending acquisition or disposal of land by the Corporation (Easement - Blyth);*
- *Litigation or potential litigation, including matters before administrative tribunals, affecting the Corporation (Status update third party claim - Building Department)*

- *Litigation or potential litigation, including matters before administrative tribunals, affecting the Corporation (Potential litigation - Building Department)*
- *Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Personnel Update).*

CARRIED

M573/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 10:50 pm.

CARRIED

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 98-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M574/16

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT By-law 98-2016; 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

M575/16

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT By-law 98-2016; 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 Clerk and be engrossed in the By-law book.

CARRIED

15. ADJOURNMENT

M576/16

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 meeting be hereby adjourned at 10:52 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

**MINUTES OF THE TOWNSHIP OF NORTH HURON
COMMITTEE OF ADJUSTMENT MEETING**



Date: Monday, October 17, 2016
Time: 7:26 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
Richard Al, Manager of Employee and Business Services
Kirk Livingston, CBO/Property Standards/Zoning
Laura Young, Planner

OTHERS PRESENT: Denny Scott, Citizen
Jackie Riggs, Advance Times
Jim Snyder, Frank Hallahan, Steve Hallahan, Marian
Hallahan, Karen Redmond, Steve Hill, Bob Middleton

1. Call to Order

Reeve Vincent called the meeting to order at 7:26 pm.

2. Disclosure of Pecuniary Interest

None disclosed.

3. Accept or Amend Agenda

COA01/16

MOVED BY: R. Hallahan

SECONDED BY: J. Campbell

THAT the Committee of Adjustment hereby accepts the agenda for the October 17, 2016 hearing as printed and circulated.

CARRIED

4. Committee of Adjustment - Authority

The Council of the Corporation of the Township of North Huron enacted By-law No. 2-2013 authorizing the appointment of the full Council to form the Committee of Adjustment.

Hence, it is by the authority of By-law No. 2-2013 and The Planning Act, R.S.O. 1990, as amended, that his Committee of Adjustment shall perform its responsibilities.

5. Appoint Secretary-Treasurer

The Council of the Corporation of the Township of North Huron hereby enacts the By-law authorizing the appointment of the Clerk as Committee of Adjustment Secretary-Treasurer.

6. Statement of Precedent

“That any decision reached by this Committee tonight cannot be used to set a precedent.”

7. New Business

File D13-01/2016 Minor Variance Application

Concession 5 South Part Lot 40, East Wawanosh Ward, North Huron (39732 Westfield Road)

Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan

7.1 Purpose and Description

The purpose of this application is to seek relief from Zoning By-law 82-2008 for the Township of North Huron. The subject property is designated Agriculture in the North Huron Official Plan and zoned AG1- General Agriculture in the North Huron Zoning By-law.

The applicant is proposing to construct a dairy barn in conjunction with the existing operation on the south of the property. The provisions set out in the North Huron Zoning By-law require a front yard setback in the AG1 Zone for a structure to be a minimum of 60 metres (197 feet). The proposed Minor Variance seeks relief for 20 metres (67 feet), as the applicant requests to build the dairy barn at a front yard setback of 40 metres (130 feet).

7.2 Comments of the Huron County Planner

See attached report from Laura Young, Huron County Planner.

Laura Young, Huron County Planner presented a report on Minor Variance Application File D13/2016.

7.3 Comments of the Applicant and/or Agent

Frank Hallahan commented that he would like to continue with the proposed location as the structure would be located in proximity to the other current buildings on the property.

7.4 Comments of Others

7.5 Committee of Adjustment Members' Questions and/or Comments

Councillor Seip inquired about the 60 metre set back requirement.

Deputy Reeve Campbell inquired if there were any comments from the public on this application and as to the timing of a building permit being issued.

7.6 Recommendation of the Huron County Planning & Development Department

Approval recommended as outlined in report from Planner.

7.7 Recommendation to Council from the Committee of Adjustment

COA02/16**MOVED BY:** J. Campbell**SECONDED BY:** R. Hallahan

THAT the Committee of Adjustment hereby recommends to North Huron Council that the Minor Variance D13-01/2016 as it applies to Concession 5 South Part Lot 40, East Wawanosh Ward, Township of North Huron (39732 Westfield Road) Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan; be approved.

CARRIED**8. Ruling of the Committee of Adjustment**

Minor Variance Procedure Following Public Meeting

The Secretary-Treasurer sends within 10 days a certified copy of the decision indicating the last day of Appealing to the Ontario Municipal Board (OMB) to:

- (a) The Applicant.
- (b) The Minister of Municipal Affairs & Housing, if requested.
- (c) Each person who appeared in person or by counsel at the Hearing and who filed with the Secretary-Treasurer a written request for Notice of the Decision.

IF NO APPEAL LODGED:

After the 20 day objection period has expired and no Appeal has been lodged, the decision of the Committee of Adjustment is final and binding. The Secretary-Treasurer shall notify the applicant.

IF A NOTICE OF APPEAL IS LODGED:

If within 20 days of the Committee of Adjustment making a decision, an Appeal is lodged with the Secretary-Treasurer outlining the reasons for such an Appeal and said Appeal is accompanied by the required fee of \$300.00, the Committee of Adjustment no longer retains jurisdiction over the application.

If a proper Appeal is lodged the Secretary-Treasurer is required to provide proper Notice to the Ontario Municipal Board (OMB).

9. Adjournment

COA03/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

*THAT there being no further business before the Committee of Adjustment,
the Public Hearing be hereby Adjourned at 7:38 pm.*

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON
SPECIAL COUNCIL MEETING



Date: Wednesday, October 19, 2016
Time: 7:03 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: Reeve Neil Vincent
Deputy Reeve James Campbell
Councillor Ray Hallahan
Councillor Trevor Seip
Councillor Brock Vodden

MEMBERS ABSENT: Councillor Yolanda Ritsema-Teeninga
Councillor Bill Knott

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:03 pm.

2. CONFIRMATION OF THE AGENDA

M577/16

MOVED BY: T. Seip

SECONDED BY: B. Vodden

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

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

There was no Disclosure of Pecuniary Interest declared.

4. DISCUSSION

CAO Chambers noted that further to the reports that were presented to Council at the October 17, 2016 Council Meeting, the purpose of the meeting was to pass By-laws authorizing signing of the Agreements for the Cowbell Watermain Extension and Tim Horton's Update to Water Service.

5. BY-LAWS**5.1 By-law No. 99-2016**

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 2363769 Ontario Ltd. for Cowbell Brewery watermain extension.

M578/16

MOVED BY: B. Vodden

SECONDED BY: R. Hallahan

THAT By-law 99-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Development Agreement between the Township of North Huron and 2363769 Ontario Ltd. for Cowbell Brewery watermain extension; be introduced a first and second time.

CARRIED

M579/16

MOVED BY: B. Vodden

SECONDED BY: T. Seip

THAT By-law 99-2016; 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 2363769 Ontario Ltd. for Cowbell Brewery watermain extension; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

5.2 By-law No. 100-2016

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 2336438 Ontario Ltd. for Blyth Tim Hortons watermain extension.

M580/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law 100-2016; 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 2336438 Ontario Ltd. for Tim Hortons watermain extension; be introduced a first and second time.

CARRIED

M581/16

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT By-law 100-2016; 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 2336438 Ontario Ltd. for Tim Hortons watermain extension; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

6. CONFIRMATORY BY-LAW**6.1 By-law No. 101-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.****M582/16**

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT By-law 101-2016; 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

M583/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law 101-2016; 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 Clerk and be engrossed in the By-law book.

CARRIED

7. ADJOURNMENT

M584/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 7:09 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

Agenda
Blyth BIA Board Meeting
September 7th, 2016
Blyth Christian Reform Church
8:00am

Attendance

Peter Gusso, Crystal Taylor, Genny Smith, Cat O'Donnell, Connie Goodall, Karen Stewart, Irene Kellins, Lissa Kolkman, Gary Van Leuwin, Brenda.

Peter Gusso – Chair September Meeting

Call To Order

Peter Gusso Calls meeting to order at 8:00

Declaration of Pecuniary Interests

None

Adoption of the Agenda

Motion: BBIA-52-16

Moved: Irene Kellins

Seconded Crystal Taylor

That the Blyth BIA Board hereby adopts the Agenda as presented.

Disposition: Motion Carried

Delegations and Invited Guest: Genny Smith(Cowbell)

- Talked about the new Beer that will be unveiled at Scrimgeour's Parking Lot on October 1st 2016
- Talked about Pub Crawl in Blyth after Sausage BBQ approx 140 tickets will be sold for the function in conjunction with the 140th anniversary.
- Tickets sold online for \$50 per person

Motion BBIA-53-16

Moved : Gary vanLeuwin

Seconded: Cat O Donnell

That the Blyth BIA is in full support of the Event held by Cowbell on October 1st 2016

Disposition : Motion Carried

Minutes of the Previous Meeting

Motion BBIA -54-16

Moved : Gary vanLeuwin

Seconded: Cat O Donnell

That the Blyth BIA hereby adopts the Minutes of the Board Meeting held September 7th 2016 as printed and circulated.

Disposition – Motion Carried

Treasure's Report

Adoption of Treasurers Report

Motion BBIA -55-16

Moved – Lissa Kolkman

Seconded - Crystal Taylor

That the Blyth BIA hereby adopts the Treasurers Report on September 7th 2016 as printed and circulated.

Disposition – Motion Carried

Correspondence

N/A

Committee Reports

1. Blyth 140 Anniversary Committee and Streetfest Committee work together for the 2017 Date.

Motion BBIA -56-16

Moved – Gary vanLeuwin

Seconded – Irene Kellins

That Crystal Taylor – Chair, Lissa Kolkman – Secretary, Lisa Kolkman Vice Chair the 140th anniversary Committee.

Disposition – Motion Carried

Motion BBIA – 57- 16

Moved – Gary vanLeuwin

Seconded – Irene Kellins

That a 140th Anniversary Committee Be Formed.

Disposition – Motion Carried

Motion BBIA – 58 -16

Moved Crystal Taylor

Seconded Gary vanLeuwin

To apply for a loan from North Huron Council of \$5000 for the 140th Anniversary Dates of July 29,30,31 2017

Disposition – Motion Carried

House Decoration Contest would like to advertise more in the Blyth Committee

Friends of the Village – Are considering a dog park. Blyth BIA in full support.

Witches Walk

Motion -59-16

Moved – Irene Kellins

Seconded – Cat O Donnell

To Remove Witches Walk from the Agenda and Budget for the remainder of 2016.

Disposition – Motion Carried

Golden Ticket

Tickets can be picked up at Part II Bistro

Marketing Committee

Going Well

North Huron Economic Development Officer's Report

Good

North Huron Council Report

Good

New Business

N/A

Next Meeting – October 5th 2016 at the Blyth Arena

Motion -60-16

Moved – Irene Kellins

Seconded – Crystal Taylor

Disposition – Carried

Meeting Adjourned 9:11am

Rick Elliott, Chairperson

Signed at Meeting

Secretary – Peter Gusso

Signed at Meeting

Agenda
Blyth BIA Board Meeting
October 5th, 2016
Blyth Christian Reform Church
8:00am

Attendance

Peter Gusso, Crystal Taylor, Connie Goodall, Irene Kellins, Brenda Nyveld, Lissa Kolkman, Rick Elliott, Cat O'Donnell, Gary VanLeeuwen, Jeff Molenhuis

Rick Elliott – Chair September Meeting

Call To Order

Rick Elliott Calls meeting to order at 8:00

Declaration of Pecuniary Interests

None

Adoption of the Agenda

Motion: BBIA-61-16

Moved: Irene Kellins

Seconded Peter Gusso

That the Blyth BIA Board hereby adopts the Agenda as presented.

Disposition: Motion Carried

Delegations and Invited Guest: Genny Smith(Cowbell)

- Leads Employment Centr Meeting November 2 2016
- Tom Wiliscraft speaking November 2nd meeting
- Jeff Molenhouse – Director of Public Works NH (October 5th Meeting) – Discussed Shared Services

Minutes of the Previous Meeting

Motion BBIA -62-16

Moved : Gary VanLeeuwen

Seconded: Cat O Donnell

That the Blyth BIA hereby adopts the Minutes of the Board Meeting held October 5th 2016 as printed and circulated.

Disposition – Motion Carried

Treasure's Report

Adoption of Treasurers Report

Motion BBIA -63-16

Moved – Lissa Kolkman

Seconded - Crystal Taylor

That the Blyth BIA hereby adopts the Treasurers Report on September 7th 2016 as printed and circulated.

Disposition – Motion Carried

Motion to make a Marketing Committee

Motion BBIA – 64 -16

Moved – Gary VanLeeuwen

Seconded – Cat O'Donnell

Committee will be made at a further date

Disposition – Motion Carried

Motion to make a Recommendation to Do #1 of the Ad Hock Marketing Committee Proposal

Motion BBIA -65-16

Moved – Gary VanLeeuwen

Seconded – Cat O'Donnell

Disposition – Motion Carried

Motion to Adopt Recommendation #2 of the Ad Hock Marketing Committee Proposal

Motion BBIA – 66-16

Moved – Gary VanLeeuwen

Seconded – Crystal Taylor

Disposition - Motion Carried

Motion to Purchase blythandarea.ca from Go Daddy North Huron will Purchase and Blyth BIA will Issue Check to NH (approx. \$16.94)

Motion BBIA 67 -16

Moved – Gary VanLeeuwen

Seconded – Irene Kellins

Disposition – Motion Carried

Correspondence

N/A

Committee Reports

Lighting of the Lights will be held on the 26th of November time must be discussed and Christmas Decorations asked to be up on the 14th of November (Talking to Cliff Coultres about lighting of the lights)

Motion – 68-16

Moved – Gary VanLeeuwen

Seconded – Irene Kellins

Disposition – Motion Carried

North Huron Economic Development Officer's Report

Good

North Huron Council Report

Motion to go in camera to discuss property

Motion – 69-16

Moved – Gary VanLeeuwen

Seconded – Peter Gusso

Disposition – Motion Carried

New Business

Need Letter to Public Works to make the hanging baskets hight for sight inparment and to make all haning baskets the same height

Cat Discussed open and closed signes to print

Motion 70-16

Moved – Peter Gusso

Seconded – Gary VanLeeuwen

Disposition – Motion Carried

Next Meeting – November 2nd 2016 at the Blyth Arena

Motion -71-16

Moved – Irene Kellins

Seconded – Crystal Taylor

Disposition – Carried

Meeting Adjourned 9:45am

Rick Elliott, Chairperson

Signed at Meeting

Secretary – Peter Gusso

Signed at Meeting

MINUTES East Wawanosh 150th Anniversary

August 23, 2016

Present: Reunion Chair Jamie McCallum, Secretary Joan Vincent, Connie Goodall, Elaine Snell, Margaret Vincent, Jonathan VanCamp, Ray Hallahan, Lila Rintoul, Vicky Bremner, Neil Vincent, Ken Procter, Shawn Cottrill, Katie Cottrill, Mike Cottrill, Donelda Cottrill

Welcome: Chair Jamie McCallum welcomed everyone to the meeting

Motion to approve July 19, 2016 Minutes made by Margaret Vincent and seconded by Jonathan VanCamp. CARRIED.

Church Service – The Belgrave United Church would be happy to put on an Interdenominational Service. It would be nicer acoustics in the tent. Look at special music for the service and come back to the next meeting with ideas.

Sylvia and Linda had emailed updates.

Day Lilies – Margaret will conduct a doodle poll with the list of possible names for the day lily. The deadline will be August 30 and the top two choices will be submitted. A motion to proceed with the day lily was made by Vicky Bremner and seconded by Margaret Vincent. CARRIED.

School Reunion – Ray will talk to Jim Hallahan about Chairing the Committee.

Fundraising Raffle – It was moved by Vicky Bremner and seconded by Neil Vincent that the Committee proceed with another raffle with 3 meats (beef, pork, lamb) as the prizes. CARRIED.

It was decided to draw the winners at the Reunion in July and to sell the tickets for \$2. Each or 3/\$5.

Look into lottery license and whether the cost of the license increases with the size of the prizes and/or number of tickets sold.

Moved by Neil Vincent and seconded by Lila Rintoul that 3000 tickets be printed for the raffle. CARRIED.

Look into whether the Belgrave Kinsmen are already having a lottery or whether they would get the lottery license.

Fish Fry – There is nothing further. Check Nov. 4 & 5 as possible dates

Hockey Game – beer garden, food (wings etc.), Intermediate Championship Team (Old Timers)

Souvenirs – nothing

Children's Committee – are having some dialogue and have a clown booked.

Bar – talk to Molson rep.

Ambassador -Prince & Princess etc. – age, want to go to Miss Midwest, direct questions to Barb McArthur and timing questions.

Older Pair?

Get answers for next meeting

Have multi generations

Pageant – fashion show, past fashions, Janice Robinson - former Princess

Think about a Variety Show

Jam Session – both days? Know by next meeting. Saturday for sure.

Dave Franken has offered to donate a bus to get people back and forth . Moved by Margaret Vincent and seconded by Lila Rintoul to accept the offer of the bus with Thanks. CARRIED.

Reunion Agenda

Opening Ceremonies 7 pm

Beard Growing next - ½ hour or less

Pageant (Talent Show)

Beer Garden after Show

The Containment Unit booked for Dance

Beard Growing Contest – classes and ads in early October.

Longest, best trimmed, goatee, ornate mustache, best non-beard

Prizes – souvenirs

Registration - \$5 or \$10. To enter

Jacket or hooded sweatshirt for winners

Last time Plaque with year etc.

Ambassadors will be part of the Opening Ceremonies

Let Denny Scott and the Advance Times know and try to have them there for Beard Growing Contest

Possibly raffle Neil's beard.

Find out what times Belgrave Kinsmen want to have the Saturday Breakfast (7-10, 7:30-10 or 8 – 10?)
Take-out options for parade entrants?

Beer Gardens after Parade until 6?

Jam Session 2 - ? Decide later

School Reunion 2-4

BBQ 5 pm

Beer Gardens open after

Karli June 9 pm

Security is looked after

Sunday Breakfast 7:30 – 10:30 am

Church service 11 am

Brunch, Breakfast, Family Picnic – decide later

Beer Gardens 1 pm – 1 am but have to clear between events for ticket admission

Supper 5 -7

Fireworks – NHFD (North Huron Fire Department)

See about Auburn Lions for breakfast on Sunday maybe could work with Belgrave Kinsmen or
Community Centre Board

Food – nothing

Decorating – Lila – decorating stage for band – check with Gavin and Matt

Showed examples of some decorations – bows, wreathes, garlands

Use mesh ribbon which will stand up better in weather

Orders can be taken ahead of time.

Stage in arena is in 6 pieces and can form a 12 x 12 or 8 x 24 foot stage

Moved by Margaret Vincent and seconded by Jonathan VanCamp that the Decorating Committee order
materials for draping and bows so can take orders. CARRIED.

Lila will order 2 bolts of each colour to start with.

The DJ is booked for the Sunday night. He is the same DJ as the Community Centre Board has booked for the New Year's Eve Dance.

Parade - nothing

Art and Photography – question if someone with a drone for the weekend? It would need to be kept well back from the parade if there are horses in the parade. Margaret will look into it.

Publicity and Advertising – nothing new.

Next meeting Wednesday, Sept. 21, 2016 at 7 pm.

Try to set up a meeting with a facilitator to move forward. Moved by Ray Hallahan and seconded by Margaret Vincent that a facilitator be gotten to pull people together and have a meeting as soon as possible. Give Ray and Neil some leeway and go on references to find someone. CARRIED.
Send info to members when have a date set.

Moved by Neil Vincent and seconded by Vicky Bremner to pay bills to Blyth Printing for \$82.72 and \$90.40 and for Joan to deposit the money given to her. CARRIED.

Motion to adjourn made by Ray Hallahan and seconded by Lila Rintoul. CARRIED.

MINUTES East Wawanosh 150th Anniversary

September 21, 2016

Present: Reunion Chair Jamie McCallum, Secretary Joan Vincent, Connie Goodall, Elaine Snell, Margaret Vincent, Jonathan VanCamp, Ray Hallahan, Vicky Bremner, Neil Vincent, Alice McDowell, Melanie Pletch, Linda Logan, Heather Shiell, Alex Blair, Marvin Cook, Matt Beck,

Welcome: Chair Jamie McCallum welcomed everyone to the meeting

Motion to approve August 23, 2016 minutes made by Neil Vincent and seconded by Linda Logan.

CARRIED.

Margaret Vincent is willing to look after face book and twitter and Publicity if someone else will look after website.

Motion to accept Margaret for Facebook, Twitter and Publicity made by Melanie Pletch and seconded by Alice McDowell.

CARRIED.

Motion by Linda Logan and seconded by Heather Shiell for Margaret Vincent to look after the Sponsorship Package with contact being a generic email address, use the Secretary's address, print 100 copies at Blyth Printing and keep a Master List.

The two names being submitted for the Day Lily are East Wawanosh Gold and East Wawanosh Legacy. There will be more on the Day Lily later in the meeting.

Neil Vincent spoke on the availability of a facilitator and the fact sheets on how to run a more effective meeting that were distributed. It is important to re-organize and re-channel efforts with only 9 months left until the event.

The Church Service will be discussed at the next meeting.

Fund Raising – will discuss possible hockey game later

-Lamb, Beef and Pork for Raffle

Fish Fry – Take Out Available in Belgrave

Time – 5 pm – 7:30 pm

Charge \$15 for tickets, \$7 for 12 and under and preschool free.

Get 300 tickets printed.

Ray Hallahan will get the tickets to the committee after they are printed.

Motion made by Alice McDowell and seconded by Linda Logan that Ray proceed with the tickets and the prices be \$15 for adults, \$7 for 12 and under and preschoolers free. CARRIED.

Share the information with Margaret ASAP to post. Melanie, Linda and Heather will be unavailable for the Fish Fry. Linda Logan volunteered to get supplies for it. Each person should ask a friend to help. Alice McDowell will set up a schedule to coordinate the volunteers. Everyone should bring names of people to deliver or serve to the next meeting.

Motion by Heather Shiell and seconded by Linda Logan to order 7 cases of tarts for dessert for the Fish Fry.

Day Lily – The names are East Wawanosh Gold and East Wawanosh Legacy.

An order form has been prepared and was passed around for orders. The Day Lilies will be \$15. each and orders will be for spring at the earliest. It is hoped to have some in a greenhouse to bloom in July for the event. There is to be a photo at the Fish Fry and Day Lily orders can be taken. It is approximately \$100. to register the name.

The History Book Committee are still gathering information and phoning people. The deadline is October 1. There has been good reception and lots of pictures submitted. It is hoped that there will be a mock-up of the calendar available for Friday. Proofreading of the History Book will hopefully start soon. The manual material will have to be scanned and more volunteers are needed for proofreading.

Suggested ordering 500 calendars for a start and have them available in November. The price is \$20. per calendar. It was talked about Christmas ornaments with the calendar or books.

Moved by Neil Vincent and seconded by Ray Hallahan that 500 Calendars be ordered. CARRIED.

Souvenirs – the new logo is set and received but Committee shirts and merchandise have not yet been ordered. For the Fish Fry, the focus is on selling the calendars and have both blue and camo hats for sale. Get an online order form set up for the calendars.

Maintenance – Matt is to talk to Gavin about the stage size for the bands.

Children's Activities – no report

Bar – Jonathan has the business card for the Molson representative

- Has talked to LabattS directly to get a representative's contact information
- Get another group to help bartend
- There are about 7 interested in getting Smart Serve.
- Will get representative and negotiate and will include Crystal on the list of drinks available.

Food and Decorating - No Reports.

Entertainment – Ask Bands what size of stage they need. The bands need voltage output

Find out how many electrical lines the bands need.

Beard Growing – Discuss at next meeting.

Art and Photography – nothing new

Website – Connie will help Margaret. Connie has the passwords and let her know if finds items to change.

Put tent stakes in pavement and then repair pavement.

Treasurer – have in place for next meeting.

Parade – Neil will check with Don Pattison

Car Show – Joan will check with Roy and Marion Taylor

Golf Tournament – Discuss at next meeting.

May event – FYI Rules for Miss Midwest are: entry fee of \$100/girl, event is July 8, 2016, older contestants are 17 -23 years of age and bring their own crown, junior contestants are 8 – 12 years of age and receive a crown, there is a pool party in June.

Mini Mudder? - obstacle course, liability? . ask Community Centre Board, Matt will research it

Auburn Lions – Joan will email Jamie with the contact information

Plan to have packages of meals and dances by Christmas

Put a registration spot on the website.

Find a location for a headquarters

Could register and order on line then pick up

Connie will check options for PAYPAL with Richard.

Figure out prices.

Alice will work on meal and dance packages.

Canada 150th application – legacy projects, George Reid, possible murals

Motion by Alice McDowell and seconded by Heather Shiell that Jamie McCallum, Ray Hallahan and Joan Vincent approve the Canada 150th application for submission. CARRIED.

Draft budget was explained.

Ray Hallahan thinks that Jim Hallahan will work on the School Reunion. He will try to get to next meeting.

The next meeting will be October 25 or 26.

Send info to members when have a date set.

Motion to adjourn made by Neil Vincent and seconded by Ray Hallahan.

CARRIED.

MEMBERS PRESENT: Chair Trevor Seip, Bill Gregoriadis, Yolanda Ritsema-Teeninga
Joan van der Meer.

STAFF PRESENT: Chief of Police Tim Poole.
Kathy Adams, Board Secretary.

OTHERS PRESENT: Patrick Tibensky

I have been asked to re-join the Board of Directors of Victim Services of Huron County.

OAPSB/OACP Zone Meeting

Joan van der Meer and myself attended the OAPSB/OACP meeting in Port Elgin on September 13th.

New Cruiser

The 2017 Ford Explorer has been outfitted and is currently operational. The 2011 Charger has been switched over to an administrative vehicle and will be used in that role until the engine is no longer functional. The 2004 Ford Taurus is literally rusting away and is no longer being used. There has been some interest in purchasing the vehicle however it is unsafe for the road and should be sold for scrap.

PSB49/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby directs the Chief of Police to sell the 2004 Ford Taurus as scrap.
DISPOSITION: Motion Withdrawn with Approval of Mover and Seconder.

PSB50/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby directs the Police of Chief to contact the North Huron Fire Department regarding their use of the 2014 Ford Taurus for training purposes.
DISPOSITION: Motion Carried.

Statistics Canada

Statistics Canada has released the crime statistics for Wingham for 2015. Overall the crime severity index has reduced by 11.6%. Our violent crime has reduced by 46.4% and our non-violent crime has increased by 12.2%.

Our weighted clearance rate is 65.7 overall with a 96.8 for violent crime and 55.5 for non-violent. These rates are up for violent crime from 91.2 but down for non-violent from 65.8.

OPP Costing

The process is ongoing. Documentation that the OPP have requested is ready to give to them with the exception of floor plans. This will be given to the CAO to give to the Contract Policing Bureau. The OPP will be coming through the building to determine if it is suitable for their use or if it will require renovations/replacement on September 23rd.

Sick Leave

One Officer was off for several weeks over the summer as the result of a non-work related injury. As a result of this, we incurred some overtime.

In Camera Session

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

PSB51/16: MOVED: Y. Ritsema-Teeninga SECONDED: B. Gregoriadis
THAT the North Huron Police Services Board hereby approves the Police Chief's Report for September 2016.
DISPOSITION: Motion Carried

8. Treasury Report

(a) Bills & Accounts

PSB52/16: MOVED: J. van der Meer SECONDED: Y. Ritsema-Teeninga
THAT the North Huron Police Services Board hereby authorizes and approves payment of the Bills and Accounts in the total amount of \$91,530.92 for the period ending September 20, 2016, as supported by the Secretary-Treasurer's list of vouchers.

DISPOSITION: Motion Carried

(b) Year to Date Financial Report

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

9. By-laws and Policies for Consideration

None for consideration.

10. Correspondence

(a) Ontario Association of Police Services Boards

- i) 2016 Labour Seminar – October 20 & 21, 2016 – Toronto.

(b) OAPSB – Zone 5

- i) Minutes of the Meeting held June 7, 2016 – Durham.
- ii) Agenda for the Meeting held September 13, 2016 – Port Elgin.
- iii) Financial Policy.
- iv) Zone 5 Board Membership Directory.

(c) Ministry of Community Safety & Correctional Services

- i) Ontario's Strategy to End Human Trafficking.
- ii) Police Services Advisor Zone Assignments.
- iii) O. Reg. 58/16 Collection of Identifying Information in Certain Circumstances – Prohibition and Duties: Training - August 5/16.
- iv) O. Reg. 58/16 Collection of Identifying Information in Certain Circumstances – Prohibition and Duties: Training – August 9/16.

(d) Ontario Executive Council

- i) Order in Council – Provincial Appointment – Joan van der Meer.

(e) Hanover Police Services Board

- i) Letters to Hon. Kathleen Wynne & Hon. David Orazietti
- Provincial Appointments.

PSB53/16: MOVED: B. Gregoriadis SECONDED: J. van der Meer
THAT the North Huron Police Services Board agrees that the correspondence be ordered, read and filed.

DISPOSITION: Motion Carried

11. New Business

No new business for consideration.

12. Board Members Inquiries & Reports

(a) Joan van der Meer – Meeting Update.

Board Member van der Meer updated the Board on the training sessions and meetings she had attended on behalf of the Board.

(b) Police Services Act – Survey.

Vice-Chair Gregoriadis will complete the survey on behalf of the Board.

13. Public Gallery Questions and/or Comments

There were no questions or comments from the Public Gallery.

14. In Camera Session

PS54/16: MOVED: Y. Ritsema-Teeninga **SECONDED:** B. Gregoriadis
THAT the North Huron Police Service Board proceed into Closed session at 7:42 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

PSB55/16: MOVED: B. Gregoriadis **SECONDED:** J. van der Meer
THAT at 7:47 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, October 18, 2016, 7:00 p.m., Police Station Board Room.

16. Adjournment

PSB56/16: MOVED: B. Gregoriadis **SECONDED:** Y. Ritsema-Teeninga
That there being no further business before the Board, the meeting be hereby Adjourned at 7:48 p.m.

DISPOSITION: Motion Carried

CORPORATE SEAL

Chair Trevor Seip

Secretary Kathy Adams

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
004463 A.G. HAYTER CONTRACTING I	Paymt Cert #2	PAYMT CERT #2- SUBST COMPLETED	043535	05/05/2016	10/25/2016	12,402.32
		01-1000-1190		PAYMT CERT #2- SUBST COMPLETED		12,402.32
004463 A.G. HAYTER CONTRACTING I	Pmt Cert #3- Holdbk	PAYMT CERT #3- RELEASE HOLDBCK	043535	06/22/2016	10/25/2016	9,730.16
		01-1000-1190		PAYMT CERT #3- RELEASE HOLDBCK		9,730.16
Vendor Total						22,132.48
001490 ALLAN AVIS ARCHITECTS INC	5116	BLYTH MEM HALL- SEWR INSPECTIO	000000	10/07/2016	11/03/2016	323.18
		02-7850-0304		BLYTH MEM HALL- SEWR INSPECTIO		323.18
001490 ALLAN AVIS ARCHITECTS INC	5117	TOWN HALL DRAWINGS	000000	10/12/2016	11/03/2016	248.60
		02-1210-0301		TOWN HALL DRAWINGS		248.60
001490 ALLAN AVIS ARCHITECTS INC	5118	TOWN HALL THEATRE DRAWINGS	000000	10/12/2016	11/03/2016	124.30
		02-1210-0300		TOWN HALL THEATRE DRAWINGS		124.30
001490 ALLAN AVIS ARCHITECTS INC	5075	BLYTH MEM HALL- DOCUMENTS EXP.	500183	09/02/2016	10/19/2016	1,685.54
		02-7850-0304		BLYTH MEM HALL- DOCUMENTS EXP.		842.77
		02-7850-0305		BLYTH MEM HALL- DOCUMENTS EXP.		842.77
Vendor Total						2,381.62
002647 APPLIANCE DOCTOR	6583	DAY CARE- REPAIR FREEZER	000000	10/07/2016	11/03/2016	125.40
		01-6410-6300		DAY CARE- REPAIR FREEZER		125.40
004573 ART CLARK	422153	REFUND- XMAS 2015 CREDIT	000000	11/02/2016	11/03/2016	25.00
		01-1000-2330		REFUND- XMAS 2015 CREDIT		25.00
003361 ART'S LANDSCAPING,NURSE	F24003 GC	CAMPGROUND B- TOPSOIL	000000	11/02/2016	11/03/2016	220.35
		01-7130-6300		CAMPGROUND B- TOPSOIL		220.35
000073 B M ROSS AND ASSOCIATES I	11879	ADMIN- DEVELOPMENT CHARGES	000000	10/14/2016	11/03/2016	8,104.93
		01-1200-6910		ADMIN- DEVELOPMENT CHARGES		8,104.93
000073 B M ROSS AND ASSOCIATES I	11835	HOWSON DAM	000000	10/05/2016	11/03/2016	1,304.47
		01-3100-6340		HOWSON DAM		1,304.47
000073 B M ROSS AND ASSOCIATES I	11937	BLYTH INDUSTRIAL DEVELOPMENT	000000	10/26/2016	11/03/2016	2,972.58
		01-1000-1192		BLYTH INDUSTRIAL DEVELOPMENT		1,486.29
		01-1000-1140		BLYTH INDUSTRIAL DEVELOPMENT		1,486.29
000073 B M ROSS AND ASSOCIATES I	11805	BREWERY DEVELOPMENT BLYTH	000000	10/04/2016	11/03/2016	1,652.41
		01-1000-1192		BREWERY DEVELOPMENT BLYTH		826.20
		01-1000-1140		BREWERY DEVELOPMENT BLYTH		826.21
Vendor Total						14,034.39
000052 BELL CANADA	10-1-2016	POLICE PHONE- 357-1212	000543	10/01/2016	10/26/2016	86.54
		01-2200-6650		POLICE PHONE- 357-1212		86.54
000054 BELL CANADA	9942 10/2016	WATER - 357-9942	000409	10/01/2016	10/20/2016	105.59

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
		01-4300-6260 WATER - 357-9942				105.59
000053 BELL MOBILITY	10-8-2016	POLICE- CELL PHONES	000544	10/08/2016	10/26/2016	379.38
		01-2200-6650 POLICE- CELL PHONES				379.38
004091 BLYTH ARTS & CULTURAL INI' 158785		REFUND- FIRE SAFETY PLAN	000000	11/02/2016	11/03/2016	114.13
		01-2120-5700 REFUND- FIRE SAFETY PLAN				114.13
003753 BLYTH BIA	Blyth 140 -2017	LOAN-BIA- BLYTH 140 CELEBRATIO	500184	10/25/2016	10/25/2016	5,000.00
		01-1000-1140 LOAN-BIA- BLYTH 140 CELEBRATIO				5,000.00
000072 BLYTH PRINTING INC.	26289	FRIENDS OF BLYTH- SIGN/STICKER	000000	10/15/2016	11/03/2016	118.11
		01-7110-6300 FRIENDS OF BLYTH- SIGN/STICKER				118.11
000072 BLYTH PRINTING INC.	26277	MEM HALL- TWP SPONSORSHIP SIGN	000000	10/15/2016	11/03/2016	160.66
		02-7850-0306 MEM HALL- TWP SPONSORSHIP SIGN				160.66
000072 BLYTH PRINTING INC.	26276	FEDERAL GOV SIGN-MEM HALL	500185	10/15/2016	10/20/2016	204.73
		01-1000-1192 FEDERAL GOV SIGN- MEM HALL				204.73
Vendor Total						483.50
004574 BRENT KELLESTINE	422154	REFUND- SWIMMING LESSONS	000000	11/02/2016	11/03/2016	55.00
		01-1000-2330 REFUND- SWIMMING LESSONS				55.00
002956 CANADIAN RINK SERVICES	884	ARENA W- ICE PAINT	000000	10/20/2016	11/03/2016	754.17
		01-7310-6400 ARENA W- ICE PAINT				754.17
002956 CANADIAN RINK SERVICES	885	ARENA B- ICE PAINT	000000	10/20/2016	11/03/2016	637.50
		01-7340-6330 ARENA B- ICE PAINT				637.50
Vendor Total						1,391.67
001557 CAROL MACPHERSON	10-12-2016	BAMR- SUPPLIES	000000	10/12/2016	11/03/2016	61.87
		01-6600-6702 BAMR- SUPPLIES				61.87
000113 CARSON SUPPLY	S1462234.003	SEWER CLEANOUT COVER	003322	10/17/2016	10/28/2016	88.74
		01-4100-6400 SEWER CLEANOUT COVER				88.74
000113 CARSON SUPPLY	DIS S1462234.003	EARLY PAYMENT DISCOUNT	003322	10/17/2016	10/28/2016	-1.57
		01-4100-6400 EARLY PAYMENT DISCOUNT				-1.57
000113 CARSON SUPPLY	S1462234.001	WATER - INVENTORY	004716	10/11/2016	10/20/2016	1,510.60
		01-4300-6400 WATER - INVENTORY				1,510.60
000113 CARSON SUPPLY	DIS S1462234.001	EARLY PAYMENT DISCOUNT	004716	10/11/2016	10/20/2016	-26.74
		01-4300-6400 EARLY PAYMENT DISCOUNT				-26.74
Vendor Total						1,571.03
000119 CARSWELL	3268359	POLICE-EVIDENCE NOTEBOOKS	000000	10/10/2016	11/03/2016	215.43
		01-2200-6250 POLICE-EVIDENCE NOTEBOOKS				215.43

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
004060 CATHY CARTER	422152	REFUND- CHRISTMAS CREDIT 2015	000000	11/02/2016	11/03/2016	50.00
		01-1000-2330 REFUND- CHRISTMAS CREDIT 2015				50.00
003997 CDW CANADA INC	FLQ9428	POLICE- SWANN DVR	000000	09/26/2016	11/03/2016	700.85
		01-2200-6685 POLICE- SWANN DVR				700.85
000778 CEDAR SIGNS	43678	ROADS - SIGNS	000000	10/19/2016	11/02/2016	113.03
		01-3100-6445 ROADS - SIGNS				113.03
000778 CEDAR SIGNS	43597	ROADS - PRIVATE PROPERTY SIGNS	000000	10/12/2016	11/02/2016	124.80
		01-3100-6445 ROADS - PRIVATE PROPERTY SIGNS				124.80
Vendor Total						237.83
000125 CENTER ICE	3218	ARENA B/ CONC B- SUPPLIES	000000	10/04/2016	11/02/2016	497.83
		01-7345-6290 ARENA B/ CONC B- SUPPLIES				123.80
		01-7340-6400 ARENA B/ CONC B- SUPPLIES				374.03
004495 CFC SUPPLY	12207	CEM B- COLUMBARIA- FINAL PMT	000000	10/24/2016	11/03/2016	16,243.75
		02-5500-0200 CEM B- COLUMBARIA- FINAL PMT				16,243.75
000140 CIBC VISA	Drum bum 209748	FITNESS EQUIPMENT	000533	08/31/2016	10/19/2016	323.53
		01-7240-6400 FITNESS EQUIPMENT				323.53
000140 CIBC VISA	Full Contact Sports	FITNESS- SPEED BAG	000533	08/24/2016	10/19/2016	82.37
		01-7325-6400 FITNESS- SPEED BAG				82.37
000140 CIBC VISA	Little Bowl- 0479	REC- DAY CAMP	000533	08/24/2016	10/19/2016	610.20
		01-7210-6290 REC- DAY CAMP				610.20
000140 CIBC VISA	Landmark Athletics	FITNESS- EQUIPMENT	000533	08/31/2016	10/19/2016	2,053.78
		01-7240-6400 FITNESS- EQUIPMENT				2,053.78
000140 CIBC VISA	Latec- 1099044000	ARENA W- 5V ADAPTER - LV TRANS	000533	09/08/2016	10/19/2016	25.43
		01-7310-6400 ARENA W- 5V ADAPTER - LV TRANS				25.43
000140 CIBC VISA	Waterart	AQUATIC- PERSONAL TRAINING CER	000533	09/09/2016	10/19/2016	157.07
		01-7220-6220 AQUATIC- PERSONAL TRAINING CER				157.07
000140 CIBC VISA	Amazon- 8749003	FITNESS- WALLYBALLS	000533	09/22/2016	10/19/2016	56.92
		01-7240-6400 FITNESS- WALLYBALLS				56.92
000140 CIBC VISA	Amazon 0121058	FITNESS- WALLYBALL NET ANCHORS	000533	09/22/2016	10/19/2016	39.30
		01-7240-6400 FITNESS- WALLYBALL NET ANCHORS				39.30
000140 CIBC VISA	Constant Cont- 8-29-	ESTC- EMAIL MARKETING	000533	08/29/2016	10/19/2016	53.51
		01-2700-6240 ESTC- EMAIL MARKETING				53.51
000140 CIBC VISA	Apple I-Tunes 10	RECOVERABLE EXPENSE	000533	09/13/2016	10/19/2016	47.06
		01-1000-1142 RECOVERABLE EXPENSE				47.06
000140 CIBC VISA	Municipal World- 982	2016 MUNICIPAL ACT	000533	08/19/2016	10/19/2016	131.50
		01-1200-6290 2016 MUNICIPAL ACT				131.50

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November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
000140 CIBC VISA	ROMA	COUNCIL/ADMIN-ROMA CONFERENCE	000533	08/25/2016	10/19/2016	2,486.00
		01-1100-6220 COUNCIL-ROMA CONFERENCE				1,864.50
		01-1200-6220 CAO- ROMA CONFERENCE				621.50
000140 CIBC VISA	Hi Mama-2759	DAY CARE- MONTHLY SUBSCRIPTION	000533	08/28/2016	10/19/2016	65.54
		01-6400-6702 DAY CARE- MONTHLY SUBSCRIPTION				65.54
000140 CIBC VISA	Ssurvey Monkey 8-28	EC DEV- MONTHY SUBSCRIPTION	000533	08/28/2016	10/19/2016	25.00
		01-7900-6752 EC DEV- MONTHY SUBSCRIPTION				25.00
000140 CIBC VISA	Staples- 5410978816	SS- OFFICE SUPPLIES	000533	08/31/2016	10/19/2016	668.57
		01-1000-6292 SS- OFFICE SUPPLIES				668.57
000140 CIBC VISA	IT Exchange- 1034488	REC/COMP ADMIN-HARD DRIVES	000533	08/31/2016	10/19/2016	287.70
		01-7301-6250 REC ADMIN-HARD DRIVES				215.77
		01-7305-6250 COMP ADMIN-HARD DRIVES				71.93
000140 CIBC VISA	14/19-127	R2R CONFERENCE- ADMIN	000533	09/08/2016	10/19/2016	350.00
		01-1200-6220 R2R CONFERENCE- ADMIN				350.00
000140 CIBC VISA	14/19-130	R2R CONCERENCE- COUNCIL	000533	09/08/2016	10/19/2016	200.00
		01-1100-6220 R2R CONCERENCE- COUNCIL				200.00
000140 CIBC VISA	Amazon- 6681034	ADMIN- SAS DRIVE	000533	09/07/2016	10/19/2016	211.13
		01-1200-6290 ADMIN- SAS DRIVE				211.13
000140 CIBC VISA	Fedex- 9-14-2016	ADMIN- COURIER	000533	09/14/2016	10/19/2016	20.49
		01-1200-6290 ADMIN- COURIER				20.49
000140 CIBC VISA	14/19- Brock	R2R CONFERENCE- COUNCI	000533	09/13/2016	10/19/2016	350.00
		01-1100-6220 R2R CONFERENCE- COUNCI				350.00
000140 CIBC VISA	Roma- Trevor	COUNCIL- ROMA CONFERENCE	000533	09/13/2016	10/19/2016	678.00
		01-1100-6220 COUNCIL- ROMA CONFERENCE				678.00
000140 CIBC VISA	M2SYS- 13734	FINGERVEIN READER- REC	000533	09/13/2016	10/19/2016	408.93
		01-7301-6250 FINGERVEIN READER- REC ADMIN				306.69
		01-7305-6250 FINGERVEIN READER- COMP ADMIN				102.24
000140 CIBC VISA	LOOMIS- 9-15-2016	FREIGHT FINGERREADER	000533	09/15/2016	10/19/2016	23.25
		01-7301-6250 FREIGHT FINGERREADER				17.43
		01-7305-6250 FREIGHT FINGERREADER				5.82
000140 CIBC VISA	YOW CANADA-217606	ADMIN/AQUATICS- OL TRAINING	000533	09/16/2016	10/19/2016	121.87
		01-7220-6220 ADMIN/AQUATICS- OL TRAINING				40.62
		01-1200-6230 ADMIN/AQUATICS- OL TRAINING				81.25
Vendor Total						9,477.15
003919 CINTAS CANADA LIMITED	839320712	COMPLEX SANITIZE WASHROOMS	000000	10/20/2016	11/02/2016	417.70
		01-7325-6330 COMPLEX SANITIZE WASHROOMS				208.85
		01-7320-6330 POOL SANITIZE WASHROOMS				208.85
003919 CINTAS CANADA LIMITED	839326785	COMPLEX-SANITIZE RESTROOMS	000000	11/03/2016	11/03/2016	214.80
		01-7320-6330 POOL-SANITIZE RESTROOMS				107.40

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
		01-7325-6330		FITNESS-SANITIZE RESTROOMS		107.40
				Vendor Total		632.50
001837 CJ JOHNSTON OFFICE SOLUT 133232c		POLICE- PRINTER CARTRIDGES	000000	10/26/2016	11/02/2016	173.97
		01-2200-6250		POLICE- PRINTER CARTRIDGES		173.97
001837 CJ JOHNSTON OFFICE SOLUT 133224c		ADMIN-TONER LABEL PRINTER	000000	10/25/2016	11/02/2016	389.49
		01-1200-6290		ADMIN-TONER LABEL PRINTER		389.49
001837 CJ JOHNSTON OFFICE SOLUT 133264c		P/W- PAPER SHREDDER	000000	10/28/2016	11/03/2016	494.38
		01-3100-6250		P/W- PAPER SHREDDER		494.38
				Vendor Total		1,057.84
000146 CLIFF'S PLUMBING & HEATINC 27239		ARENA B- FILTERS	000000	10/06/2016	11/03/2016	134.24
		01-7340-6400		ARENA B- FILTERS		134.24
000146 CLIFF'S PLUMBING & HEATINC 27343		POOL- REPAIR DECTRON BLOWER	000000	10/20/2016	11/03/2016	2,326.97
		01-7320-6400		POOL- REPAIR DECTRON BLOWER		2,326.97
				Vendor Total		2,461.21
000151 COCA COLA REFRESHMENTS 5866306		CONC W/POOL SUPPLIES	000000	10/20/2016	11/03/2016	358.78
		01-7220-6290		POOL SUPPLIES		76.75
		01-7315-6290		CONC W SUPPLIES		282.03
000151 COCA COLA REFRESHMENTS 46236801		CONC /HALL B- SUPPLIES	000000	11/03/2016	11/03/2016	510.30
		01-7350-6290		CONC /HALL B- SUPPLIES		20.79
		01-7345-6290		CONC /HALL B- SUPPLIES		489.51
				Vendor Total		869.08
003066 COMPUGEN INC	3880617	ADMIN-HARDWARE FOR SERVER	000000	10/26/2016	11/03/2016	12,173.80
		02-1210-0400		ADMIN-HARDWARE FOR SERVER		12,173.80
003519 CORIX WATER PRODUCTS (E/ 10616120164		WATER METER - 518 DINSLEY ST	004713	09/23/2016	10/20/2016	232.78
		01-4300-6400		WATER METER - 518 DINSLEY ST		232.78
004571 COUNTY OF HURON	10-20-2016	ADMIN-HURON COUNTY MAP GUIDES	000000	10/20/2016	11/03/2016	60.00
		01-1200-6290		ADMIN-HURON COUNTY MAP GUIDES		60.00
004335 CRS CONTRACTORS RENTAL 144117		ROADS - OPERATION OF WORK PLAT	000000	10/03/2016	11/02/2016	706.25
		01-3100-6230		ROADS - OPERATION OF WORK PLAT		565.00
		01-1000-1139		MT- OPERATION OF WORK PLAT		141.25
000175 DAN'S AUTO REPAIR	29693	ROADS - OIL CHANGE DODGE1500	000000	10/20/2016	11/02/2016	85.02
		01-3100-6406		ROADS - OIL CHANGE DODGE1500		85.02
000175 DAN'S AUTO REPAIR	29685	ROADS - OIL CHANGE CHEV 1TON	000000	10/19/2016	11/02/2016	191.20
		01-3100-6406		ROADS - OIL CHANGE CHEV 1TON		191.20
				Vendor Total		276.22

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000885 DEAN'S VALU-MART	641-4913	OEY- FOOD SUPPLIES	000000	10/26/2016	11/02/2016	9.59
		01-6800-6702 OEY- FOOD SUPPLIES				9.59
000885 DEAN'S VALU-MART	641-2243	EL- FOOD SUPPLIES	000000	10/17/2016	11/02/2016	104.17
		01-6500-6704 EL- FOOD SUPPLIES				104.17
000885 DEAN'S VALU-MART	641-4693	EL- FOOD SUPPLIES	000000	10/24/2016	11/02/2016	69.34
		01-6500-6704 EL- FOOD SUPPLIES				69.34
000885 DEAN'S VALU-MART	641-3051	DC- FOOD SUPPLIES	000000	10/16/2016	11/02/2016	392.10
		01-6400-6704 DC- FOOD SUPPLIES				392.10
000885 DEAN'S VALU-MART	641-3985	DC-FOOD SUPPLIES	000000	10/20/2016	11/02/2016	300.66
		01-6400-6704 DC-FOOD SUPPLIES				300.66
000885 DEAN'S VALU-MART	641-4734	BA-MR- FOOD SUPPLIES	000000	10/24/2016	11/02/2016	149.37
		01-6600-6704 BA-MR- FOOD SUPPLIES				149.37
000885 DEAN'S VALU-MART	641-3343	BA-MR- FOOD SUPPLIES	000000	10/17/2016	11/02/2016	212.97
		01-6600-6704 BA-MR- FOOD SUPPLIES				212.97
000885 DEAN'S VALU-MART	641-1603	DAY CARE FOOD SUPPLIES	000000	10/07/2016	11/02/2016	284.16
		01-6400-6704 DAY CARE FOOD SUPPLIES				284.16
000885 DEAN'S VALU-MART	641-2184	EL- FOOD SUPPLIES	000000	10/11/2016	11/02/2016	48.98
		01-6500-6704 EL- FOOD SUPPLIES				48.98
000885 DEAN'S VALU-MART	641-2201	BA-MR-FOOD SUPPLIES	000000	10/11/2016	11/02/2016	143.78
		01-6600-6704 BA-MR-FOOD SUPPLIES				143.78
000885 DEAN'S VALU-MART	642-6939	COMPLEX- BLEACH	000000	10/31/2016	11/03/2016	25.02
		01-7310-6320 ARENA W- BLEACH				12.51
		01-7320-6320 POOL W- BLEACH				7.50
		01-7325-6320 FITNESS- BLEACH				5.01
Vendor Total						1,740.14
002486 DIGITAL POSTAGE-ON-CALL	11/2016	POSTAGE FOR METER	000549	11/01/2016	11/02/2016	1,356.00
		01-1200-6255 POSTAGE FOR METER				1,356.00
003913 DIXIE LEE ARBUCKLE	4212	MUSUEM SUPPLIES	000000	10/12/2016	11/03/2016	18.65
		01-7810-6290 MUSEU SUPPLIES				18.65
002898 DONNA STUTE	10-18-2016	ADMIN MILEAGE	000000	10/18/2016	11/03/2016	39.60
		KEYSTONE MEETING				
		01-1200-6220 ADMIN- KEYSTONE USERS MEETING				39.60
003329 EASTLINK	01265604	EL- PHONE	000541	10/01/2016	10/24/2016	28.49
		01-6500-6250 EL- PHONE				28.49
001840 EDWARD FUELS	97618	AIRPORT - FUEL	000000	10/03/2016	11/03/2016	2,320.96
		01-3500-6410 AIRPORT - FUEL				2,320.96
001840 EDWARD FUELS	97616	AIRPORT- FUEL	000000	10/04/2016	11/03/2016	1,404.87
		01-3500-6410 AIRPORT- FUEL				1,404.87
Vendor Total						3,725.83

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004472 ENGLOBE CORP	900205509	P/W- PATRICK ST- TESTING	000000	10/12/2016	11/03/2016	2,551.77
		02-3100-0796 P/W- PATRICK ST- TESTING				2,551.77
003888 EQUITABLE LIFE OF CANADA	11-1-2016	NOVEMBER PREMIUM	000545	10/26/2016	10/26/2016	17,997.69
		01-1000-2550 NOVEMBER PREMIUM- NH EMPLOYEES				14,575.31
		01-2200-6120 NOVEMBER PREMIUM- POLICE				3,422.38
004530 FOXTON FUELS LIMITED	8357975	WATER - FUEL	000410	09/30/2016	10/20/2016	167.41
		01-4300-6410 WATER - FUEL				167.41
001590 G & K SERVICES CANADA INC	1518607517	ESTC-FIRE B- MATS	000000	11/03/2016	11/03/2016	60.32
		01-2710-6330 ESTC- MATS				33.17
		01-2115-6330 FIRE B- MATS				27.15
000237 GEORGIAN BAY FIRE & SAFE	1710820	FIRE- EQUIPMENT REPAIR	000000	10/26/2016	11/02/2016	169.50
		01-2100-6400 FIRE- EQUIPMENT REPAIR				169.50
000237 GEORGIAN BAY FIRE & SAFE	1710310	ARENA B- INSPECTION	000000	10/18/2016	11/03/2016	823.88
		01-7340-6330 ARENA B- INSPECTION				823.88
000237 GEORGIAN BAY FIRE & SAFE	1709907	CONC W- INSPECT RANGE	000000	10/18/2016	11/03/2016	139.44
		01-7315-6400 CONC W- INSPECT RANGE				139.44
Vendor Total						1,132.82
003295 GLOBAL PAYMENTS	26963	LANDFILL DEBIT MACHINE FEES	000529	09/30/2016	10/20/2016	51.91
		01-4525-6490 LANDFILL DEBIT MACHINE FEES				51.91
003295 GLOBAL PAYMENTS	002954	REC DEBIT/CREDIT CARD FEES	000529	09/30/2016	10/20/2016	1,228.42
		01-7301-6330 REC DEBIT/CREDIT CARD FEES				1,228.42
003295 GLOBAL PAYMENTS	4544	ADMIN DEBIT MACHINE FEES	000529	09/30/2016	10/20/2016	100.50
		01-1200-6284 ADMIN DEBIT MACHINE FEES				100.50
Vendor Total						1,380.83
003924 GLOBAL PAYMENTS	25704 09/2016	WATER - DEBIT MACHINE FEES	000411	09/30/2016	10/20/2016	70.21
		01-4300-6513 WATER - DEBIT MACHINE FEES				70.21
000249 GREEN'S MEAT MARKET	11211	DAY CARE- MEAT PRODUCTS	000000	10/20/2016	11/02/2016	404.42
		01-6400-6704 DAY CARE- MEAT PRODUCTS				404.42
004007 HANOVER POLICE SERVICE	10-13-2016	POLICE- GUARDING PRISONER	000000	10/13/2016	11/03/2016	210.00
		01-2200-6250 POLICE- GUARDING PRISONER				210.00
003339 HEALTHY COMPUTERS WINGI	22608	ESTC- VGA EXTENSION CABLE	000000	10/07/2016	11/02/2016	16.94
		01-2700-6250 ESTC- VGA EXTENSION CABLE				16.94

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000274 HORTON'S DAIRY	57331	DAY CARE- DAIRY SUPPLIES	500186	09/27/2016	10/19/2016	163.75
		01-6400-6704 DAY CARE- DAIRY SUPPLIES				163.75
000274 HORTON'S DAIRY	57126	DAY CARE- DAIRY SUPPLIES	500186	09/20/2016	10/19/2016	161.15
		01-6400-6704 DAY CARE- DAIRY SUPPLIES				161.15
000274 HORTON'S DAIRY	56957	DAY CARE- DAIRY SUPPLIES	500186	09/13/2016	10/19/2016	185.79
		01-6400-6704 DAY CARE- DAIRY SUPPLIES				185.79
000274 HORTON'S DAIRY	56486	DAY CARE - DAIRY SUPPLIES	500186	09/06/2016	10/19/2016	78.55
		01-6400-6704 DAY CARE - DAIRY SUPPLIES				78.55
000274 HORTON'S DAIRY	56397	CONC B- DAIRY SUPPLIES	500186	09/01/2016	10/19/2016	125.31
		01-7345-6290 CONC B- DAIRY SUPPLIES				125.31
000274 HORTON'S DAIRY	57387	CONC B- DAIRY SUPPLIES	500186	09/29/2016	10/19/2016	34.16
		01-7345-6290 CONC B- DAIRY SUPPLIES				34.16
000274 HORTON'S DAIRY	57470	BA-MR- DAIRY PRODUCTS	500186	09/30/2016	10/19/2016	88.56
		01-6600-6704 BA-MR- DAIRY PRODUCTS				88.56
000274 HORTON'S DAIRY	56802	BA-MR- DAIRY PRODUCTS	500186	09/09/2016	10/19/2016	129.16
		01-6600-6704 BA-MR- DAIRY PRODUCTS				129.16
000274 HORTON'S DAIRY	57289	CONC W- DAIRY SUPPLIES	500186	09/27/2016	10/20/2016	30.77
		01-7315-6290 CONC W- DAIRY SUPPLIES				30.77
Vendor Total						997.20
000281 HURON BAY COOPERATIVE INC	40359	PARKS B- FLOWER BULBS	043536	09/12/2016	10/21/2016	196.62
		01-7110-6300 PARKS B- FLOWER BULBS				196.62
000281 HURON BAY COOPERATIVE INC	48445	ROADS- DIESEL CAN	043536	09/21/2016	10/21/2016	21.46
		01-3100-6290 ROADS- DIESEL CAN				21.46
000281 HURON BAY COOPERATIVE INC	48104	ROADS- TRUCK 11-12 SUPPLY	043536	09/14/2016	10/21/2016	59.28
		01-3100-6290 ROADS- TRUCK 11-12 SUPPLY				59.28
000281 HURON BAY COOPERATIVE INC	47756	P/W- PAINT BRUSH	043536	09/07/2016	10/21/2016	3.38
		01-3100-6290 P/W- PAINT BRUSH				3.38
Vendor Total						280.74
000286 HURON TRACTOR LTD	B17820	ROADS - FILLER CAP	500187	09/15/2016	09/28/2016	89.58
		01-3100-6400 ROADS - FILLER CAP				89.58
000286 HURON TRACTOR LTD	B17908	ROADS- LIGHT, BULB	500187	09/16/2016	10/25/2016	105.04
		01-3100-6400 ROADS- LIGHT, BULB				105.04
000286 HURON TRACTOR LTD	B18291	ROADS- INSERT	500187	09/22/2016	10/25/2016	12.09
		01-3100-6400 ROADS- INSERT				12.09
Vendor Total						206.71
003224 HURONTEL	10886860-10-16	P/W- PHONE/INTERNET	000534	10/01/2016	10/20/2016	97.93
		01-3100-6260 P/W- PHONE/INTERNET				97.93
003224 HURONTEL	10886818-10-16	FIRE W- PHONE/INTERNET	000534	10/01/2016	10/20/2016	154.93

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		01-2100-6260 FIRE W- PHONE/INTERNET				154.93
003224 HURONTEL	10886813-10-16	OEY-PHONE/INTERNET	000534	10/01/2016	10/20/2016	218.58
		01-6800-6702 OEY-PHONE/INTERNET				218.58
003224 HURONTEL	10886861-10-16	MUSEUM-PHONE/INTERNET	000534	10/01/2016	10/20/2016	28.72
		01-7810-6260 MUSEUM- PHONE/INTERNET				28.72
003224 HURONTEL	10886815-10-16	AIRPORT-PHONE/INTERNET	000534	10/01/2016	10/20/2016	97.08
		01-3500-6260 AIRPORT- PHONE/INTERNET				97.08
003224 HURONTEL	10886810-10-16	TOWN HALL PHONE/INTERNET	000534	10/01/2016	10/20/2016	664.87
		01-1200-6260 ADMIN PHONE/INTERNET				606.86
		01-3100-6260 P/W PHONE/INTERNET				29.40
		01-1210-6260 ELEVATOR PHONE				28.61
003224 HURONTEL	10886858-10-16	POLICE-PHONE/INTERNET	000534	10/01/2016	10/20/2016	238.67
		01-2200-6260 POLICE-PHONE/INTERNET				238.67
003224 HURONTEL	10886812-10-16	COMPLEX PHONE/INTERNET	000534	10/01/2016	10/20/2016	328.59
		01-7305-6260 COMPLEX ADMIN PHONE/INTERNET				82.14
		01-7301-6260 REC ADMIN PHONE/INTERNET				246.45
003224 HURONTEL	10885850-10-16	EC DEV- CELL PHONE	000534	10/01/2016	10/20/2016	76.27
		01-7900-6260 EC DEV- CELL PHONE				76.27
003224 HURONTEL	11/2016	SEWER PUMPING STATION	900014	11/01/2016	11/03/2016	96.35
		01-4100-6260 SEWER PUMPING STATION				96.35
003224 HURONTEL	11/2016 4293	SEWAGE TREATMENT PLANT	900014	11/01/2016	11/03/2016	67.74
		01-4100-6260 SEWAGE TREATMENT PLANT				67.74
Vendor Total						2,069.73
000294 HYDRO ONE NETWORKS INC	9904 10/2016	WATER - NEW WELL	000412	10/05/2016	10/24/2016	135.52
		01-4300-6350 WATER - NEW WELL				135.52
000294 HYDRO ONE NETWORKS INC	81727 10/2016	WATER TREATMENT PLANT	000414	10/17/2016	11/04/2016	3,790.90
		01-4300-6350 WATER TREATMENT PLANT				3,790.90
000294 HYDRO ONE NETWORKS INC	August 2016-4216	14640 KWH- ARENA/HALL B	000530	09/26/2016	10/19/2016	3,270.24
		01-7340-6350 14640 KWH- ARENA B				2,616.20
		01-7350-6350 HALL B ELECTRICITY				654.04
000294 HYDRO ONE NETWORKS INC	September 2016-8337	3180 KWH- 377 GYPSY OTH OTH	000530	09/27/2016	10/19/2016	784.15
		01-7130-6350 3180 KWH- 377 GYPSY OTH OTH				784.15
000294 HYDRO ONE NETWORKS INC	August 2016-8446	15520 KWH -MEM HALL	000530	09/27/2016	10/19/2016	3,883.39
		01-7850-6350 15520 KWH -MEM HALL				3,883.39
000294 HYDRO ONE NETWORKS INC	September 2016-8593	57.57 KWH-ESTC PROGRAMS	000530	09/28/2016	10/19/2016	49.83
		01-2700-6350 57.57 KWH-ESTC PROGRAMS				49.83
000294 HYDRO ONE NETWORKS INC	September 2016-8056	4538.1 KWH- ESTC/FIRE B	000530	09/28/2016	10/19/2016	1,074.90
		01-2710-6350 4538.1 KWH- ESTC				591.19
		01-2115-6350 FIRE HALL B- ELECTRICITY				483.71
000294 HYDRO ONE NETWORKS INC	September 2016-1532	73 KWH- CEMETERY	000530	09/28/2016	10/19/2016	50.40

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		01-5500-6350 73 KWH- CEMETERY				50.40
000294 HYDRO ONE NETWORKS INC	September 2016-3023	1336.18 KWH-AIRPORT	000530	09/29/2016	10/19/2016	342.76
		01-3500-6350 1336.18 KWH-AIRPORT				342.76
000294 HYDRO ONE NETWORKS INC	September 2016-1693	538 KWH- HUTTON H ST LTS	000530	09/30/2016	10/19/2016	145.36
		01-3400-6489 538 KWH- HUTTON H ST LTS				145.36
000294 HYDRO ONE NETWORKS INC	September 2016-8480	396 KWH- AUBURN ST LTS	000530	09/30/2016	10/19/2016	110.32
		01-3400-6487 396 KWH- AUBURN ST LTS				110.32
000294 HYDRO ONE NETWORKS INC	September 2016-7867	207.94 KWH- 850 JOSEPHINE ST.	000537	10/03/2016	10/24/2016	75.98
		01-7100-6350 207.94 KWH- 850 JOSEPHINE ST.				75.98
000294 HYDRO ONE NETWORKS INC	September 2016-8461	231 KWH- AIRPORT LIGHTS	000537	10/03/2016	10/24/2016	66.14
		01-3500-6350 231 KWH- AIRPORT LIGHTS				66.14
000294 HYDRO ONE NETWORKS INC	September 2016-8882	896 KWH- HUMPHREY ST LTS	000537	10/03/2016	10/24/2016	240.35
		01-3400-6485 896 KWH- HUMPHREY ST LTS				240.35
000294 HYDRO ONE NETWORKS INC	September 2016-1401	836.69 KWH- 39498 BELGRAVE RD	000537	10/05/2016	10/24/2016	229.12
		01-3100-6350 836.69 KWH- 39498 BELGRAVE RD				229.12
000294 HYDRO ONE NETWORKS INC	September 2016-6627	195.22 KWH- 429 MILL ST	000540	10/06/2016	10/25/2016	79.37
		01-3100-6350 195.22 KWH- 429 MILL ST				79.37
000294 HYDRO ONE NETWORKS INC	September 2016-7304	133.44 KWH- 423 MILL ST	000540	10/06/2016	10/25/2016	65.86
		01-3100-6350 133.44 KWH- 423 MILL ST				65.86
000294 HYDRO ONE NETWORKS INC	September 2016-4633	572.19 KWH- 377 GYSPSY OTH SHE	000540	10/06/2016	10/25/2016	162.35
		01-7130-6350 572.19 KWH- 377 GYSPSY OTH SHE				162.35
000294 HYDRO ONE NETWORKS INC	September 2016-2950	134.11 KWH-435 QUEEN ST	000540	10/06/2016	10/25/2016	67.11
		01-7860-6350 134.11 KWH-435 QUEEN ST				67.11
000294 HYDRO ONE NETWORKS INC	September 2016-0983	28160 KWH- # 8 CAMP ENTRANCE	000542	10/07/2016	10/26/2016	12,140.10
		01-7130-6350 28160 KWH- # 8 CAMP ENTRANCE				12,140.10
000294 HYDRO ONE NETWORKS INC	September 2016-4071	1459.37 KWH- 377 GYPSY LANE	000542	10/07/2016	10/26/2016	350.76
		01-7130-6350 1459.37 KWH- 377 GYPSY LANE				350.76
000294 HYDRO ONE NETWORKS INC	September 2016-3303	239.60 KWH- LANDFILL	000548	10/11/2016	10/31/2016	89.06
		01-4525-6350 239.60 KWH- LANDFILL				89.06
000294 HYDRO ONE NETWORKS INC	10/13	BLYTH SEWAGE PLANT	900015	10/13/2016	11/03/2016	2,832.29
		01-4100-6350 BLYTH SEWAGE PLANT				2,832.29
Vendor Total						30,036.26
004533 JANELSA SMITH	10-19-2016	OEY- MILEAGE/SUPPLIES	000000	10/19/2016	11/02/2016	65.07
		01-6800-6220 OEY- MILEAGE				16.20
		01-6800-6702 OEY- SUPPLIES				48.87
003124 JIM RENWICK	10-17-2016	ANIMAL CONTROL- HEALTH UNIT CA	000000	10/17/2016	11/02/2016	66.00
		01-2500-6290 ANIMAL CONTROL- HEALTH UNIT CA				66.00
003124 JIM RENWICK	10-9-2016	ANIMAL CONTROL- CALL	000000	10/09/2016	11/02/2016	84.00
		01-2500-6290 ANIMAL CONTROL- CALL				84.00

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Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
Vendor Total						150.00
000322 JOE KERR LTD	W46778A	ROADS - FUEL	000000	10/01/2016	11/02/2016	441.27
		TANKREPAIRS701-95				
		01-3100-6400	ROADS - FUEL	TANKREPAIRS701-95		441.27
000322 JOE KERR LTD	17869	SEWER - PROCESSED B	003326	09/07/2016	10/28/2016	87.79
		01-4100-6400	SEWER - PROCESSED B			87.79
Vendor Total						529.06
002433 KEVIN MACADAM	10-27-2016	POLICE- CISO	000000	10/27/2016	11/03/2016	463.50
		CONFERENCE				
		01-2200-6686	POLICE- CISO CONFERENCE			463.50
000352 KITSUPPLY	138085	DAY CARE- VINYL	000000	10/18/2016	11/02/2016	16.78
		GLOVES				
		01-6410-6320	DAY CARE- VINYL GLOVES			16.78
000352 KITSUPPLY	138208	COMPLEX- JANITORIAL	000000	10/26/2016	11/02/2016	284.64
		SUPPLIES				
		01-7310-6320	ARENA W- JANITORIAL SUPPLIES			94.88
		01-7320-6320	POOL- JANITORIAL SUPPLIES			94.88
		01-7325-6320	FITNESS- JANITORIAL SUPPLIES			94.88
000352 KITSUPPLY	138305	LIBRARY- JANITORIAL	000000	11/01/2016	11/02/2016	76.78
		SUPPLIES				
		01-7710-6320	LIBRARY- JANITORIAL SUPPLIES			76.78
000352 KITSUPPLY	138308	LIBRARY - JANITORIAL	000000	11/01/2016	11/02/2016	78.04
		SUPPLIES				
		01-7710-6320	LIBRARY - JANITORIAL SUPPLIES			78.04
000352 KITSUPPLY	137980	DAY CARE- JANITORIAL	000000	10/12/2016	11/02/2016	295.08
		SUPPLIES				
		01-6410-6320	DAY CARE- JANITORIAL SUPPLIES			295.08
Vendor Total						751.32
000353 KNIGHTS OF COLUMBUS	11-1-2016	FITNESS - SATELLITE	000000	11/01/2016	11/03/2016	40.00
		REIMBURSEM				
		01-7240-6210	FITNESS - SATELLITE REIMBURSEM			40.00
004567 LANGE BROS LTD.	3072	ROADS - GRIND STUMPS	000000	09/30/2016	11/02/2016	339.00
		01-3100-6465	ROADS - GRIND STUMPS			339.00
000364 LAVIS CONTRACTING CO LTD P-240-00002438		ROADS - COLD MIX	000000	10/21/2016	11/02/2016	173.57
		01-3100-6420	ROADS - COLD MIX			173.57
000364 LAVIS CONTRACTING CO LTD P-240-00002413		ROADS - COLD MIX	000000	10/14/2016	11/02/2016	245.01
		01-3100-6420	ROADS - COLD MIX			245.01
000364 LAVIS CONTRACTING CO LTD Paymt Certificate #2		P/W- PATRICK ST	500192	10/13/2016	10/27/2016	96,316.06
		RECONSTRUCTION				
		02-3100-0796	P/W- PATRICK ST RECONSTRUCTION			91,476.90
		01-1000-1140	SEWR PATRICK ST RECONSTRUCTION			2,302.32
		01-1000-1140	WATR PATRICK ST RECONSTRUCTION			11,684.53
		01-1000-2010	P/W- PATRICK ST RECONSTRUCTION			-9,147.69
Vendor Total						96,734.64

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003506 LESLIE MOTORS LTD	918525	POLICE- 2017 INTERCEPTOR SERVI	000000	10/26/2016	11/02/2016	51.54
		01-2200-6400 POLICE- 2017 INTERCEPTOR SERVI				51.54
000372 LIFESAVING SOCIETY	145466	AQUATICS- FIRST AID SUPPLIES	000000	10/14/2016	11/02/2016	148.00
		01-7220-6290 AQUATICS- FIRST AID SUPPLIES				148.00
003518 LISA TERA	10-21-2016	BA-MR- SUPPLIES	000000	10/21/2016	11/02/2016	27.40
		01-6600-6702 BA-MR- SUPPLIES				27.40
003733 LLOYD COLLINS CONSTRUCT	8248911	LANDFILL - 550 DOZER	000000	10/11/2016	11/02/2016	1,728.90
		01-4525-6490 LANDFILL - 550 DOZER				1,728.90
002373 MERTON MEDIA	S116008	1/2 PAGE AD- CAMPING MAGAZINE	000000	09/20/2016	11/03/2016	85.00
		01-7130-6240 1/2 PAGE AD- CAMPING MAGAZINE				85.00
000421 MICROAGE BASICS	193246	WATER - PAPER HYDRANT FLYERS	004717	09/26/2016	10/20/2016	33.53
		01-4300-6240 WATER - PAPER HYDRANT FLYERS				33.53
000421 MICROAGE BASICS	393805	FITENSS- OFFICE SUPPLIES	500188	09/27/2016	10/19/2016	203.38
		01-7240-6250 FITENSS- OFFICE SUPPLIES				203.38
000421 MICROAGE BASICS	192694	REC - OFFICE SUPPLIES	500188	09/21/2016	10/24/2016	88.60
		01-7301-6250 REC ADMIN- OFFICE SUPPLIES				66.45
		01-7305-6250 COMP ADMIN- OFFICE SUPPLIES				22.15
000421 MICROAGE BASICS	192711	REC- PAPER CLIPS	500188	09/21/2016	10/24/2016	6.10
		01-7301-6250 REC ADMIN- PAPER CLIPS				4.57
		01-7305-6260 COMP ADMIN- PAPER CLIPS				1.53
000421 MICROAGE BASICS	192463	REC- OFFICE SUPPLIES	500188	09/19/2016	10/24/2016	33.89
		01-7301-6250 REC ADMIN- OFFICE SUPPLIES				25.41
		01-7305-6250 COMP ADMIN- OFFICE SUPPLIES				8.48
000421 MICROAGE BASICS	392307	REC- OFFICE SUPPLIES	500188	09/02/2016	10/24/2016	33.89
		01-7301-6250 REC ADMIN- OFFICE SUPPLIES				25.41
		01-7305-6250 COMP ADMIN- OFFICE SUPPLIES				8.48
000421 MICROAGE BASICS	394039	REC - OFFICE SUPPLIES	500188	09/30/2016	10/24/2016	26.89
		01-7301-6250 REC ADMIN- OFFICE SUPPLIES				20.16
		01-7305-6250 COMP ADMIN- OFFICE SUPPLIES				6.73
000421 MICROAGE BASICS	392548	FITNESS- DAILY DIARY	500188	09/07/2016	10/24/2016	20.33
		01-7240-6250 FITNESS- DAILY DIARY				20.33
000421 MICROAGE BASICS	392575	FITNESS- DAILY DIARY	500188	09/07/2016	10/24/2016	20.33
		01-7240-6250 FITNESS- DAILY DIARY				20.33
000421 MICROAGE BASICS	193657	FIRE- LABELS, SCRATCH PAD	500188	09/28/2016	10/24/2016	18.92
		01-2100-6250 FIRE- LABELS, SCRATCH PAD				18.92
000421 MICROAGE BASICS	393994	ESTC- LASER CARTRIDGES	500188	09/30/2016	10/24/2016	484.74
		01-2700-6250 ESTC- LASER CARTRIDGES				484.74
000421 MICROAGE BASICS	392528	ESTC- OFFICE SUPPLIES	500188	09/07/2016	10/24/2016	124.41

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		01-2700-6250 ESTC- OFFICE SUPPLIES				124.41
000421 MICROAGE BASICS	191679	POLICE- OFFICE SUPPLIES	500188	09/13/2016	10/24/2016	63.92
		01-2200-6250 POLICE- OFFICE SUPPLIES				63.92
000421 MICROAGE BASICS	190745	AQUATICS POST ITS, PENS	500188	09/07/2016	10/24/2016	36.54
		01-7220-6250 AQUATICS POST ITS, PENS				36.54
000421 MICROAGE BASICS	190781	DC- OFFICE SUPPLIES	500188	09/07/2016	10/24/2016	93.17
		01-6400-6250 DC- OFFICE SUPPLIES				93.17
000421 MICROAGE BASICS	191447	DC- PAPER	500188	09/12/2016	10/24/2016	56.49
		01-6400-6250 DC- PAPER				56.49
000421 MICROAGE BASICS	191647	DC- OFFICE SUPPLIES	500188	09/13/2016	10/24/2016	180.78
		01-6400-6702 DC- OFFICE SUPPLIES				180.78
000421 MICROAGE BASICS	191648	DC- ENVELOPES	500188	09/13/2016	10/24/2016	8.34
		01-6400-6250 DC- ENVELOPES				8.34
000421 MICROAGE BASICS	192249	LANDFILL DEBIT MACHINE PAPER	500188	09/16/2016	10/24/2016	31.63
		01-4525-6490 LANDFILL DEBIT MACHINE PAPER				31.63
000421 MICROAGE BASICS	192377	CEMETERY- PENS, PADS	500188	09/19/2016	10/24/2016	13.70
		01-5500-6250 CEMETERY- PENS, PADS				13.70
000421 MICROAGE BASICS	393328	BA-MR- EPSON PICTUREMATE	500188	09/20/2016	10/24/2016	169.47
		01-6600-6702 BA-MR- EPSON PICTUREMATE				169.47
000421 MICROAGE BASICS	193344	DC- FASTENERS	500188	09/27/2016	10/24/2016	6.10
		01-6400-6250 DC- FASTENERS				6.10
000421 MICROAGE BASICS	193456	BA-MR- REPORT COVERS	500188	09/27/2016	10/24/2016	23.30
		01-6600-6702 BA-MR- REPORT COVERS				23.30
000421 MICROAGE BASICS	393836	DC- LAMINATING CARTRIDGES	500188	09/28/2016	10/24/2016	361.58
		01-6400-6700 DC- LAMINATING CARTRIDGES				361.58
000421 MICROAGE BASICS	393942	OEY- STEEL BOOK ENDS	500188	09/29/2016	10/24/2016	46.78
		01-6800-6702 OEY- STEEL BOOK ENDS				46.78
000421 MICROAGE BASICS	394036	OEY- STEEL BOOK ENDS	500188	09/30/2016	10/24/2016	11.70
		01-6800-6702 OEY- STEEL BOOK ENDS				11.70
000421 MICROAGE BASICS	394060	OEY- CLIP-STYLE PORTFOLIO LEG	500188	09/30/2016	10/24/2016	64.07
		01-6800-6702 OEY- CLIP-STYLE PORTFOLIO LEG				64.07
000421 MICROAGE BASICS	393169	OEY- TAPE, GLUE STICKS	500188	09/15/2016	10/24/2016	126.08
		01-6800-6295 OEY- TAPE, GLUE STICKS				126.08
000421 MICROAGE BASICS	392759	OEY- DRY ERASE	500188	09/09/2016	10/24/2016	221.47
		01-6800-6702 OEY- DRY ERASE				221.47
000421 MICROAGE BASICS	392576	OEY- EPSON PICTUREMATE	500188	09/07/2016	10/24/2016	112.98
		01-6800-6702 OEY- EPSON PICTUREMATE				112.98
000421 MICROAGE BASICS	190034	REC- OFFICE SUPPLIES	500188	09/01/2016	10/25/2016	103.10
		01-7301-6250 REC ADMIN- OFFICE SUPPLIES				77.32
		01-7305-6250 COMP ADMIN- OFFICE SUPPLIES				25.78
Vendor Total						2,826.21

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000427 MINISTER OF FINANCE	September 2016	SEPTEMBER EHT REMITTANCE	000531	10/15/2016	10/19/2016	6,333.90
		01-1000-2535	SEPTEMBER EHT REMITTANCE			6,333.90
000436 MONTGOMERYS COMFORT C 16-0826-003		TOWN HALL- CONDENSING UNIT	000000	10/06/2016	11/02/2016	4,412.65
		02-1210-0300	TOWN HALL- CONDENSING UNIT			4,412.65
000629 MORAN MECHANICAL AND EL 100523		DAY CARE- CARTRIDGES	000000	10/17/2016	11/03/2016	63.62
		01-6410-6300	DAY CARE- CARTRIDGES			63.62
000629 MORAN MECHANICAL AND EL 100532		SEWER - A HARRISON 64 PATRICK	003323	10/20/2016	10/28/2016	565.00
		01-4100-6400	SEWER - A HARRISON 64 PATRICK			565.00
001734 MULTIPLE ENTERPRISES INC. 459364		ROADS- PAVING ROAD CUTS	000000	10/04/2016	11/03/2016	3,543.68
		01-3100-6420	ROADS- PAVING ROAD CUTS			3,543.68
000444 MUNICIPALITY OF MORRIS TU 1032016		GOVDEALS-2008 FORD XL LONGBOX	000000	10/03/2016	11/02/2016	5,498.02
		01-1000-2270	GOVDEALS-2008 FORD XL LONGBOX			5,498.02
004510 MUNICIPALITY OF MORRIS-TL 4856		P/W - EW FUEL TANK BOLLARDS	000000	10/25/2016	11/02/2016	366.54
		01-3100-6300	P/W EW FUEL TANK BOLLARDS			366.54
002660 NEOPOST CANADA LTD.	2264641	ADMIN-POSTAGE CONTRACT	000000	10/07/2016	11/03/2016	263.21
		01-1200-6255	ADMIN-POSTAGE CONTRACT			263.21
002832 NORTRAX CANADA INC.	608310	ROADS - STARTER REPAIR	000000	10/14/2016	11/02/2016	371.32
		01-3100-6400	ROADS - STARTER REPAIR			371.32
002832 NORTRAX CANADA INC.	607513	ROADS - FLOODLAMP	000000	10/14/2016	11/02/2016	141.09
		01-3100-6400	ROADS - FLOODLAMP			141.09
Vendor Total						512.41
000473 OMERS	9-30-2016	SEPTEMBER 2016 REMITTANCE	500189	10/18/2016	10/18/2016	49,473.96
		01-1000-2530	SEPT 2016 REMITTANCE- EMPLOYEE			24,736.98
		01-2100-6120	SEPT 2016 REMITTANCE- FIRE			828.46
		01-2200-6120	SEPT 2016 REMITTANCE- POLICE			5,931.92
		01-1200-6120	SEPT 2016 REMITTANCE- ADMIN			3,893.32
		01-7220-6120	SEPT 2016 REMITTANCE- AQUATICS			344.81
		01-7340-6120	SEPT 2016 REMITTANCE- ARENA B			310.80
		01-7350-6120	SEPT 2016 REMITTANCE- HALL B			57.43
		01-7110-6120	SEPT 2016 REMITTANCE- PARKS B			20.27
		01-7130-6120	SEPT 2016 REMITTANCE- CAMP B			97.97
		01-7301-6120	SEPT 2016 REMITTANCE- REC ADMI			67.57
		01-2115-6120	SEPT 2016 REMITTANCE- FIRE B			6.08
		01-2710-6120	SEPT 2016 REMITTANCE- ESTC			7.43
		01-7850-6120	SEPT 2016 REMITTANCE- MEM HALL			13.51

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Vendor		Invoice	Invoice	Invoice	Entry		
Number	Name	Number	Desc	Chq Nbr	Date	Date	Amount
			01-7310-6120	SEPT 2016 REMITTANCE-	ARENA W		710.10
			01-1210-6120	SEPT 2016 REMITTANCE-	TOWN HAL		29.08
			01-6410-6120	SEPT 2016 REMITTANCE-	DAY CARE		55.86
			01-7100-6120	SEPT 2016 REMITTANCE-	PARKS W		321.00
			01-7301-6120	SEPT 2016 REMITTANCE-	REC ADMI		16.26
			01-7305-6120	SEPT 2016 REMITTANCE-	COMP ADM		5.42
			01-7325-6120	SEPT 2016 REMITTANCE-	FITNESS		74.52
			01-7320-6120	SEPT 2016 REMITTANCE-	POOL		219.24
			01-7815-6120	SEPT 2016 REMITTANCE-	MUSEUM		37.70
			01-2210-6120	SEPT 2016 REMITTANCE-	POLICE		16.64
			01-7710-6120	SEPT 2016 REMITTANCE-	LIBRARY		9.87
			01-2110-6120	SEPT 2016 REMITTANCE-	FIRE W		3.56
			01-7120-6120	SEPT 2016 REMITTANCE-	TRAILER		3.10
			01-7315-6120	SEPT 2016 REMITTANCE-	CONC W		16.18
			01-7310-6120	SEPT 2016 REMITTANCE-	ARENA W		94.69
			01-2400-6120	SEPT 2016 REMITTANCE-	BUILDING		478.00
			01-5500-6120	SEPT 2016 REMITTANCE-	CEMETERY		318.79
			01-6400-6120	SEPT 2016 REMITTANCE-	DAY CARE		1,987.79
			01-7900-6120	SEPT 2016 REMITTANCE-	EC DEV		429.18
			01-6500-6120	SEPT 2016 REMITTANCE-	EL		352.41
			01-6800-6125	SEPT 2016 REMITTANCE-	OEY		348.72
			01-7240-6120	SEPT 2016 REMITTANCE-	FITNESS		329.43
			01-7240-6120	SEPT 2016 REMITTANCE-	FITNESS		145.87
			01-2200-6120	SEPT 2016 REMITTANCE-	POLICE		265.54
			01-3100-6120	SEPT 2016 REMITTANCE-	ROADS		4,733.32
			01-7301-6120	SEPT 2016 REMITTANCE-	REC ADMI		1,026.68
			01-7305-6120	SEPT 2016 REMITTANCE-	COMP ADM		342.23
			01-4300-6120	SEPT 2016 REMITTANCE-	WATER		483.82
			01-3100-6120	SEPT 2016 REMITTANCE-	ROADS		302.41
004384	ONTARIO ONE CALL	201669094	WATER - JUNE LOCATES	004714	06/30/2016	10/20/2016	75.82
			01-4300-6514	WATER - JUNE LOCATES			75.82
004384	ONTARIO ONE CALL	201669957	WATER - JULY LOCATES	004714	07/31/2016	10/20/2016	64.64
			01-4300-6514	WATER - JULY LOCATES			64.64
004384	ONTARIO ONE CALL	201670822	WATER - AUGUST LOCATES	004714	08/31/2016	10/20/2016	95.09
			01-4300-6514	WATER - AUGUST LOCATES			95.09
004384	ONTARIO ONE CALL	201671692	WATER - SEPT LOCATES	004714	09/30/2016	10/20/2016	87.63
			01-4300-6514	WATER - SEPT LOCATES			87.63
004384	ONTARIO ONE CALL	CREDIT	WATER - 2016 CREDIT	004714	01/01/2016	10/20/2016	-500.00
			01-4300-6514	WATER - 2016 CREDIT			-500.00
004384	ONTARIO ONE CALL	201664848	WATER - JANUARY LOCATES	004714	01/31/2016	10/20/2016	13.67
			01-4300-6514	WATER - JANUARY LOCATES			13.67
004384	ONTARIO ONE CALL	201665690	WATER - FEB LOCATES	004714	02/29/2016	10/20/2016	22.37
			01-4300-6514	WATER - FEB LOCATES			22.37
004384	ONTARIO ONE CALL	201666535	WATER - MARCH LOCATES	004714	03/31/2016	10/20/2016	46.61
			01-4300-6514	WATER - MARCH LOCATES			46.61

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004384 ONTARIO ONE CALL	201667386	WATER - APRIL LOCATES	004714	04/30/2016	10/20/2016	67.12
		01-4300-6514 WATER - APRIL LOCATES				67.12
004384 ONTARIO ONE CALL	201668238	WATER - MAY LOCATES	004714	05/31/2016	10/20/2016	85.15
		01-4300-6514 WATER - MAY LOCATES				85.15
Vendor Total						58.10
000498 ORKIN CANADA CORPORATIC IN-7260571		LANDFILL - PEST CONTROL	000000	10/17/2016	11/02/2016	142.38
		01-4525-6494 LANDFILL - PEST CONTROL				142.38
002127 P E INGLIS HOLDINGS INC.	24380	PARKS- PORTABLE WASHROOMS	000000	09/30/2016	11/03/2016	389.85
		01-7100-6330 PARKS W- PORTABLE WASHROOMS				129.95
		01-7110-6330 PARKS B- PORTABLE WASHROOMS				129.95
		01-7140-6330 PARKS EW- PORTABLE WASHROOMS				129.95
004434 PARKS AND RECREATION ON 11545		REC- HIGH FIVE- 2017 FEES	000000	09/22/2016	11/03/2016	452.00
		01-7210-6220 REC- HIGH FIVE- 2017 FEES				452.00
002282 PAT NEWSON	10-25-2016	REC- BOOT ALLOWANCE	000000	10/25/2016	11/03/2016	100.00
		01-7301-6200 REC ADMIN- BOOT ALLOWANCE				75.00
		01-7305-6200 COMP ADMIN- BOOT ALLOWANCE				25.00
002282 PAT NEWSON	10-19-2016	MILEAGE- REC/AIRPORT	000000	10/19/2016	11/03/2016	413.04
		01-3500-6220 MEALS- AIRPORT				17.94
		01-7301-6220 REC ADMIN- MILEAGE				296.33
		01-7305-6220 COMPMIN- MILEAGE				98.77
Vendor Total						513.04
003189 PAUL COOK ELECTRIC	3207	ROADS - EW SHED ELECTRICALWORL	000000	10/18/2016	11/02/2016	1,585.56
		01-3100-6300 ROADS - EW SHED ELECTRICALWORL				1,585.56
000514 PLETCH ELECTRIC LTD	1000013165	STREETLIGHTS - REPAIRS	000000	10/20/2016	11/02/2016	862.60
		01-3400-6482 STREETLIGHTS - REPAIRS				862.60
003358 PRAGMATIC	5980093016	ADMIN- CONFERENCE CALL	000000	09/30/2016	11/03/2016	20.36
		01-1200-6260 ADMIN- CONFERENCE CALL				20.36
003332 PUBLIC SERVICES HEALTH & 20300		REC/ROADS- HEIGHT TRAINING	000000	10/04/2016	11/03/2016	1,356.00
		01-7301-6220 RECAADMIN- HEIGHT TRAINING				84.75
		01-7305-6220 RECAADMIN- HEIGHT TRAINING				28.25
		01-3100-6230 ROADS- HEIGHT TRAINING				791.00
		01-1000-1139 MT- HEIGHT TRAINING				452.00
000520 PUROLATOR COURIER LTD	43275640	POLICE- COURIER SERVICE	000000	10/21/2016	11/02/2016	8.86
		01-2200-6250 POLICE- COURIER SERVICE				8.86
000520 PUROLATOR COURIER LTD	432543559	P/W- COURIER SERVICE	000000	09/30/2016	11/03/2016	15.92

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		01-3100-6250 P/W- COURIER SERVICE				15.92
000520 PUROLATOR COURIER LTD	432690575	POLICE- COURIER SERVICE	000000	10/14/2016	11/03/2016	4.43
		01-2200-6225 POLICE- COURIER SERVICE				4.43
000520 PUROLATOR COURIER LTD	432615821	ADMIN- COURIER SERVICE	000000	10/07/2016	11/03/2016	4.43
		01-1200-6255 ADMIN- COURIER SERVICE				4.43
Vendor Total						33.64
000542 R.J. BURNSIDE & ASSOCIATE	MCW162970.2016-3	WESTMORELAND ST ENGINEERING	000000	10/19/2016	11/03/2016	2,830.70
		02-3100-0793 WESTMORELAND ST ENGINEERING				2,830.70
000542 R.J. BURNSIDE & ASSOCIATE	300036408.000-14	HOPPER DRAIN	000000	10/19/2016	11/03/2016	862.08
		01-1000-1189 HOPPER DRAIN				862.08
000542 R.J. BURNSIDE & ASSOCIATE	300031946.0000-23	SNELL MUNICIPAL DRAIN- CAPITAL	043537	10/19/2016	10/25/2016	1,073.50
		01-1000-1190 SNELL MUNICIPAL DRAIN- CAPITAL				1,073.50
Vendor Total						4,766.28
000522 RACHELLE GERRIE	10-14-2016	MILEAGE- REC ADMIN	000000	10/14/2016	11/03/2016	17.10
		01-7301-6220 MILEAGE- REC ADMIN				17.10
000535 RECEIVER GENERAL	10-20-2016-PT	PT PAYROLL REMITTANCE	000538	10/20/2016	10/24/2016	8,969.14
		01-1000-2500 PT PAYROLL REMITTANCE				8,969.14
000535 RECEIVER GENERAL	10-20-2016-Fire	FIRE PAYROLL REMITTANCE	000538	10/20/2016	10/24/2016	192.43
		01-1000-2500 FIRE PAYROLL REMITTANCE				192.43
000535 RECEIVER GENERAL	10-20-2016-FT	FT PAYROLL REMITTANCE	000538	10/20/2016	10/24/2016	26,422.31
		01-1000-2500 FT PAYROLL REMITTANCE				26,422.31
Vendor Total						35,583.88
004568 REID BUTTON	11-1-2016	ARENA B- HELPING AT ARENA	000000	11/01/2016	11/02/2016	60.00
		01-7340-6330 ARENA B- HELPING AT ARENA				60.00
000508 REXALL PHARMA PLUS	102229	DAY CARE- ALCOHOL SWABS	000000	10/16/2016	11/03/2016	6.69
		01-6400-6700 DAY CARE- ALCOHOL SWABS				6.69
004198 RICCO FOOD DISTRIBUTOR	331767	CONC B- SUPPLIES	000000	10/27/2016	11/02/2016	543.08
		01-7345-6290 CONC B- SUPPLIES				543.08
004198 RICCO FOOD DISTRIBUTOR	331333	CONC B- BROWN BAGS	000000	10/24/2016	11/02/2016	17.97
		01-7345-6290 CONC B- BROWN BAGS				17.97
004198 RICCO FOOD DISTRIBUTOR	331769	TOWN HALL/CONC W - SUPPLIES	000000	10/27/2016	11/03/2016	393.54
		01-1200-6290 TOWN HALL - SUPPLIES				76.27
		01-7315-6290 CONC W- SUPPLIES				317.27
004198 RICCO FOOD DISTRIBUTOR	330925	CONC W/B- SUPPLIES	000000	10/20/2016	11/03/2016	777.26
		01-7315-6290 CONC W- SUPPLIES				55.90
		01-7345-6290 CONC B- SUPPLIES				721.36

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Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
Vendor Total						1,731.85
003055 RICHARD AL	Nov 1 2016	ADMIN - MILEAGE & PHONE	000000	11/01/2016	11/02/2016	121.05
		01-1200-6220 ADMIN - MILEAGE				70.20
		01-1200-6260 ADMIN - PHONE				50.85
004569 RICOH	SCO91302788	ADMIN/REC- COPIER RENTAL/COPIE	000000	09/30/2016	11/02/2016	291.48
		01-7301-6330 REC ADMIN COPIER RENTAL/COPIES				69.41
		01-7305-6330 COM ADMIN COPIER RENTAL/COPIES				23.14
		01-1200-6265 ADMIN COPIER RENTAL/COPIES				198.93
000539 RINTOULS POOLS AND SPAS 61482		POOL- ALGIMYCIN, SEQUA	000000	10/13/2016	11/03/2016	788.42
		01-7320-6290 POOL- ALGIMYCIN, SEQUA				788.42
004289 ROYAL CANADIAN MOUNTED 1800002172		POLICE- FINGER PRINTS	000000	10/13/2016	11/03/2016	100.00
		01-2200-6250 POLICE- FINGER PRINTS				100.00
003716 RUSSELL BAIRD	69	ROADS- BOOT ALLOWANCE	000000	06/17/2016	11/03/2016	100.00
		01-3100-6200 ROADS- BOOT ALLOWANCE				100.00
002640 SCHMIDT'S POWER EQUIPME 22298		ROADS - CUTTING WHEELS	000000	10/18/2016	11/02/2016	135.60
		01-3100-6292 ROADS - CUTTING WHEELS				135.60
000568 SCOTT PRICE	4256	ROADS- BOOT ALLOWANCE	000000	10/04/2016	11/03/2016	100.00
		01-3100-6200 ROADS- BOOT ALLOWANCE				100.00
004330 SEPOY WIRING	9555	TOWN HALL- LIGHTS	000000	10/14/2016	11/02/2016	170.04
		01-1210-6300 TOWN HALL- LIGHTS				170.04
004330 SEPOY WIRING	9511	ARENA B- EXHAUST FAN	000000	10/05/2016	11/03/2016	147.79
		01-7340-6400 ARENA B- EXHAUST FAN				147.79
004330 SEPOY WIRING	9501	DAY CARE BATHROOM LIGHT	000000	10/03/2016	11/03/2016	138.80
		01-6410-6300 DAY CARE BATHROOM LIGHT				138.80
004330 SEPOY WIRING	9515	MUSEUM- LIGHT	000000	10/07/2016	11/03/2016	56.15
		01-7815-6300 MUSEUM- LIGHT				56.15
004330 SEPOY WIRING	9504	COMPLEX- BUILDING REPAIR	000000	10/05/2016	11/03/2016	72.14
		01-7310-6300 ARENA W-BUILDING REPAIR				36.07
		01-7320-6300 POOL W-BUILDING REPAIR				18.03
		01-7325-6300 FITNESS W-BUILDING REPAIR				10.82
		01-7330-6300 KOC-BUILDING REPAIR				7.22
004330 SEPOY WIRING	9503	COMPLEX- BUILDING REPAIR	000000	10/04/2016	11/03/2016	666.34
		01-7310-6300 ARENA W- BUILDING REPAIR				333.17
		01-7320-6300 POOL W- BUILDING REPAIR				166.58
		01-7325-6300 FITNESS- BUILDING REPAIR				99.95
		01-7330-6300 KOC- BUILDING REPAIR				66.64

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004330 SEPOY WIRING	9385	WATER - GENERATOR	004718	09/06/2016	10/20/2016	1,134.97
		02-4300-0400 WATER - GENERATOR				1,134.97
Vendor Total						2,386.23
004032 SHELBY MURRAY	10-14-2016	MILEAGE- SUPPLIES- OEY	000000	10/14/2016	11/03/2016	521.56
		01-6800-6220 MILEAGE- OEY				495.00
		01-6800-6702 SUPPLIES- OEY				26.56
003363 SIMPLY ASSEMBLY	13340	FITNESS - REPAIR EQUIPMENT	000000	10/17/2016	11/03/2016	594.11
		01-7240-6330 FITNESS - REPAIR EQUIPMENT				594.11
004565 SKC CONSTRUCTION INC.	Certificate #1	BLYTH MEMORIAL HALL RENOVATION	500190	10/07/2016	10/25/2016	223,828.67
		02-7850-0301 BLYTH MEMORIAL HALL RENOVATION				111,914.33
		02-7850-0302 BLYTH MEMORIAL HALL RENOVATION				111,914.34
000586 SKEOCH BUSINESS EQUIP. L11105		ARENA B- REPAIR KEYBOARD	000000	10/31/2016	11/02/2016	124.30
		01-7340-6400 ARENA B- REPAIR KEYBOARD				124.30
004130 SONYA GIBSON	10-3-2016	MILEAGE- OEY	000000	10/03/2016	11/03/2016	18.00
		01-6800-6220 MILEAGE- OEY				18.00
000594 SPARLINGS PROPANE	88550105773095	ARENA W- PROPANE	000535	09/08/2016	10/20/2016	66.11
		01-7310-6375 ARENA W- PROPANE				66.11
000594 SPARLINGS PROPANE	88550105775353	ARENA W- PROPANE	000535	09/15/2016	10/20/2016	44.07
		01-7310-6375 ARENA W- PROPANE				44.07
000594 SPARLINGS PROPANE	88550105779076	ARENA W- PROPANE	000535	09/22/2016	10/20/2016	44.07
		01-7310-6375 ARENA W- PROPANE				44.07
000594 SPARLINGS PROPANE	88550105781021	ARENA W- PROPANE	000535	09/29/2016	10/20/2016	44.07
		01-7310-6375 ARENA W- PROPANE				44.07
000594 SPARLINGS PROPANE	155685	P/W- EAST WAWANOSH SHED PROPAN	000535	09/07/2016	10/20/2016	64.93
		01-3100-6375 P/W- EAST WAWANOSH SHED PROPAN				64.93
000594 SPARLINGS PROPANE	88250005441416	HALL B- OVEN REPAIR	000535	09/08/2016	10/20/2016	126.62
		01-7350-6400 HALL B- OVEN REPAIR				126.62
000594 SPARLINGS PROPANE	88250005776424	ARENA B- PROPANE	000535	09/19/2016	10/20/2016	83.62
		01-7340-6375 ARENA B- PROPANE				83.62
000594 SPARLINGS PROPANE	88250005781040	ARENA B- PROPANE	000535	09/30/2016	10/20/2016	41.81
		01-7340-6375 ARENA B- PROPANE				41.81
Vendor Total						515.30
000595 SPECTRUM COMMUNICATION753053		SS- WATER TOWER TO MORRIS LINK	000000	09/30/2016	11/03/2016	211.88
		01-1000-6292 SS- WATER TOWER TO MORRIS LINK				211.88
004566 STROEDER'S TRUCK & TRAIL20049		ROADS - AXEL ALIGNMENT	000000	10/17/2016	11/02/2016	574.94
		01-3100-6400 ROADS - AXEL ALIGNMENT				574.94

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000620 SWAN DUST CONTROL LTD	3692914	POLICE- MATS/MOPS	000000	10/27/2016	11/02/2016	36.50
		01-2200-6250 POLICE- MATS/MOPS				36.50
000620 SWAN DUST CONTROL LTD	3692915	TOWN HALL MATS	000000	10/27/2016	11/02/2016	29.15
		01-1210-6330 TOWN HALL MATS				29.15
000620 SWAN DUST CONTROL LTD	3692901	COMPLEX- MATS/MOPS	000000	10/27/2016	11/02/2016	143.00
		01-7310-6330 ARENA W- MATS/MOPS				47.66
		01-7320-6330 POOL W- MATS/MOPS				47.67
		01-7325-6330 FITNESS W- MATS/MOPS				47.67
000620 SWAN DUST CONTROL LTD	3686666	COMPLEX- MATS /MOPS	000000	10/13/2016	11/03/2016	143.00
		01-7310-6330 ARENA W- MATS /MOPS				47.66
		01-7320-6330 POOL W- MATS /MOPS				47.67
		01-7325-6330 FITNESS- MATS /MOPS				47.67
000620 SWAN DUST CONTROL LTD	3686678	POLICE- MATS/MOPS	000000	10/13/2016	11/03/2016	36.50
		01-2200-6250 POLICE- MATS/MOPS				36.50
Vendor Total						388.15
003017 TD VISA	2016 - AWWA	WATER - AWWA MEMBERSHIP	004715	09/25/2016	10/20/2016	425.67
		01-4300-6210 WATER - AWWA MEMBERSHIP				425.67
003017 TD VISA	10042 - CANADA POST	WATER - WINGHAM HYDRANT FLYERS	004715	09/26/2016	10/20/2016	224.06
		01-4300-6240 WATER - WINGHAM HYDRANT FLYERS				224.06
003017 TD VISA	9695 Canada Post	WATER - BLYTH HYDRANT FLYERS	004715	09/21/2016	10/20/2016	66.49
		01-4300-6240 WATER - BLYTH HYDRANT FLYERS				66.49
Vendor Total						716.22
000632 TEESWATER CONCRETE LTD 62377		ROADS - FRANCES STREET	000000	10/24/2016	11/02/2016	767.84
		01-3100-6430 ROADS - FRANCES STREET				767.84
000632 TEESWATER CONCRETE LTD 62212		ROADS - BLYTH, KING&MORRIS ST	000000	10/12/2016	11/02/2016	483.08
		01-3100-6430 ROADS - BLYTH, KING&MORRIS ST				483.08
Vendor Total						1,250.92
004311 TELUS	9-30-2016	CELL PHONES	000546	09/30/2016	10/26/2016	1,521.09
		01-1000-1139 CELL PHONE-NICOLE GRAF				27.96
		01-2400-6260 CELL PHONE-NICOLE GRAF				6.83
		01-3100-6260 CELL PHONE-NICOLE GRAF				27.36
		01-3100-6425 FLEET TRACKER				452.00
		01-3100-6260 CELL PHONE - SCOTT SCHIESTEL				62.15
		01-4525-6260 LANDFILL INTERNET				11.30
		01-7301-6260 CELL PHONES- PAT NEWSON				46.61
		01-7305-6260 CELL PHONES- PAT NEWSON				15.54
		01-3500-6260 CELL PHONES- AIRPORT				31.39
		01-2100-6260 CELL PHONES- DAVID SPARLING				64.41
		01-1000-1139 CELL PHONES- JEFF MOLENUIS				27.96
		01-3100-6260 CELL PHONES- JEFF MOLENHUIS				34.19

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		01-5500-6260		CEMETERY INTERNET		11.30
		01-4525-6260		CELL PHONE- LANDFILL		31.39
		01-3100-6260		CELL PHONE- KELLY CHURCH		69.83
		01-6400-6250		CELL PHONE- VALERIE WATSON		62.15
		01-7210-6260		CELL PHONE- DAY CAMPS		31.39
		01-1200-6260		CELL PHONE-CAO		62.15
		01-7301-6260		CELL PHONE-LARRY SIMMONS		23.55
		01-7305-6260		CELL PHONE-LARRY SIMMONS		7.84
		01-1200-6260		CELL PHONE-DONNA WHITE		62.15
		01-6600-6702		CELL PHONE-BA-MR		31.39
		01-1000-1139		CELL PHONES- ON CALL		3.71
		01-3100-6260		CELL PHONES- ON CALL		4.54
		01-7301-6260		CELL PHONES- MARYANNE MCCREIGH		23.55
		01-7305-6260		CELL PHONES- MARYANNE MCCREIGH		7.84
		01-5500-6260		CELL PHONES-KEVIN DUNN		31.39
		01-3100-6260		CELL PHONES-SCOTT PRICE		62.15
		01-7301-6260		CELL PHONES-REC OPERATORS		23.55
		01-7305-6260		CELL PHONES-REC OPERATORS		7.84
		01-1200-6260		CELL PHONES-KATHY ADAMS		62.15
		01-3100-6260		CELL PHONES-ROB KOLKMAN		62.15
		01-7340-6260		CELL PHONES-DAVE COOK		20.92
		01-7350-6260		CELL PHONES-DAVE COOK		10.46
000642 THE CITIZEN	88315	SEPTEMBER ADVERTISING	043538	09/30/2016	10/20/2016	1,123.34
		02-3100-1200		P/W- HOWSON DAM STUDY		152.90
		01-1200-6240		ADMIN- TAXES, MEETING SCHEDULE		268.71
		01-3100-6240		P/W- HELP WANTED		158.20
		01-6400-6250		DAY CARE- HELP WANTED		124.30
		01-7301-6240		REC- SPORTS ISSUE		38.98
		01-7305-6240		REC- SPORTS ISSUE		13.00
		01-7900-6240		EC DEV- THRESHERS/SCHOOL FAIR		367.25
003340 THE RIDEAU GROUP INC.	ST-01337921	AIRPORT- UV LIGHTS	000000	10/28/2016	11/02/2016	141.59
		01-3500-6300		AIRPORT- UV LIGHTS		141.59
000638 THE WORKSHOP	654952	ARENA W- CLOTHING	000000	10/20/2016	11/03/2016	166.11
		01-7310-6200		ARENA W- CLOTHING		166.11
000638 THE WORKSHOP	654953	AQUATICS- CLOTHING	000000	11/01/2016	11/03/2016	241.82
		01-7220-6290		AQUATICS- CLOTHING		241.82
Vendor Total						407.93
004570 TIFFANY SEIP	10-26-2016	EL- SUPPLIES	000000	10/26/2016	11/02/2016	19.45
		01-6500-6702		EL- SUPPLIES		19.45
001796 TIM HORTON'S	10-16-2016	ESTC- LUNCHES	000000	10/16/2016	11/02/2016	759.86
		01-2700-6704		ESTC- LUNCHES		759.86
001796 TIM HORTON'S	10-30-2016	ESTC- LUNCHES	000000	10/30/2016	11/02/2016	852.69

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		01-2700-6704 ESTC- LUNCHES				852.69
					Vendor Total	1,612.55
000738 TIM POOLE	10-24-2016	POLICE- NBA CONFERENCE	000000	10/24/2016	11/03/2016	250.64
		01-2200-6220 POLICE- NBA CONFERENCE				250.64
002512 TOWNSHIP OF NORTH HUROM	53283	SEWER - JAN-JUNE GROUP INS	003324	09/30/2016	10/28/2016	2,894.40
		01-4100-2700 SEWER - JAN-JUNE GROUP INS				2,894.40
002512 TOWNSHIP OF NORTH HUROM	LAVIS # 2	SEWER - PATRICK ST RECONST.	003324	10/13/2016	10/28/2016	2,558.13
		02-4100-0796 SEWER - PATRICK ST RECONST.				2,558.13
002512 TOWNSHIP OF NORTH HUROM	HOLDBACK	SEWER - LAVIS HOLDBACK	003324	10/13/2016	10/28/2016	-255.81
		01-4100-2700 SEWER - LAVIS HOLDBACK				-255.81
002512 TOWNSHIP OF NORTH HUROM	53288	WATER - JAN - JUNE GROUP INC	004719	06/30/2016	10/28/2016	1,083.22
		01-4300-2700 WATER - JAN - JUNE GROUP INC				1,083.22
002512 TOWNSHIP OF NORTH HUROM	53002	WATER - OCT WAGES/BENEFITS	004719	10/20/2016	10/28/2016	6,263.61
		01-4300-2700 WATER - OCT WAGES/BENEFITS				6,263.61
002512 TOWNSHIP OF NORTH HUROM	LAVIS PAYMENT	WATER - PATRICK ST	004719	10/13/2016	10/28/2016	12,982.81
		02-4300-0796 WATER - PATRICK ST				12,982.81
002512 TOWNSHIP OF NORTH HUROM	HOLDBACK PATRICK S	WATER - LAVIS HOLDBACK	004719	10/17/2016	10/28/2016	-1,298.28
		01-4300-2700 WATER - LAVIS HOLDBACK				-1,298.28
					Vendor Total	24,228.08
000897 TOWNSHIP OF NORTH HUROM	53133	WATER - SEPT SEWER BILLING	004720	09/28/2016	10/28/2016	70,491.44
		01-4300-2705 WATER - SEPT SEWER BILLING				70,491.44
000657 TOWNSHIP OF NORTH HUROM	158817	113 M3- MUSEUM WATER/SEWER	000532	09/27/2016	10/19/2016	191.15
		01-7815-6360 113 M3- MUSEUM WATER/SEWER				191.15
000657 TOWNSHIP OF NORTH HUROM	158823	8 M3- FIREHALL W WATER/SEWER	000532	09/27/2016	10/19/2016	135.50
		01-2110-6360 8 M3- FIREHALL W WATER/SEWER				135.50
000657 TOWNSHIP OF NORTH HUROM	158859	769 M3- TOWN HALL WATER/SEWER	000532	09/27/2016	10/19/2016	961.94
		01-1210-6360 769 M3- TOWN HALL WATER/SEWER				961.94
000657 TOWNSHIP OF NORTH HUROM	159144	7 M3-POLICE WATER/SEWER	000532	09/27/2016	10/19/2016	134.97
		01-2210-6360 7 M3-POLICE WATER/SEWER				134.97
000657 TOWNSHIP OF NORTH HUROM	158774	75 M3- DAY CARE WATER/SEWER	000532	09/26/2016	10/19/2016	105.38
		01-6410-6360 75 M3- DAY CARE WATER/SEWER				105.38
000657 TOWNSHIP OF NORTH HUROM	158766	1095 M3- COMPLEX WATER/SEWER	000532	09/26/2016	10/19/2016	1,209.01
		01-7310-6360 ARENA W WATER/SEWER				453.79
		01-7320-6360 POOL W WATER/SEWER				453.76
		01-7320-6360 FITNESS W WATER/SEWER				226.88
		01-7330-6360 KOC - WATER/SEWER				74.58

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000657 TOWNSHIP OF NORTH HUROM	158773	549 M3- SPRINKLER PARK WATER	000532	09/26/2016	10/19/2016	356.60
		01-7100-6360 549 M3- SPRINKLER PARK WATER				356.60
000657 TOWNSHIP OF NORTH HUROM	158829	44 M3- P/W SHED WATER/SEWER	000532	09/27/2016	10/19/2016	154.58
		01-3100-6360 44 M3- P/W SHED WATER/SEWER				154.58
000657 TOWNSHIP OF NORTH HUROM	159-29-2016	MEM HALL WATER/SEWER	000532	09/29/2016	10/19/2016	51.71
		01-7850-6360 MEM HALL WATER/SEWER				51.71
000657 TOWNSHIP OF NORTH HUROM	160-10/2016	SEWER - 117 NORTH ST SEPT/OCT	900016	10/25/2016	11/03/2016	172.36
		01-4100-6360 SEWER - 117 NORTH ST SEPT/OCT				172.36
Vendor Total						3,473.20
003532 TRULY NOLEN	25398	DAY CARE PEST CONTROL	000000	10/13/2016	11/03/2016	65.54
		01-6410-6330 DAY CARE PEST CONTROL				65.54
003532 TRULY NOLEN	25386	AIRPORT - PEST CONTROL	000000	10/13/2016	11/03/2016	106.22
		01-3500-6330 AIRPORT - PEST CONTROL				106.22
003532 TRULY NOLEN	25446	COMPLEX -PEST CONTROL	000000	10/13/2016	11/03/2016	118.65
		01-7310-6330 ARENA W -PEST CONTROL				39.55
		01-7320-6330 POOL W -PEST CONTROL				39.55
		01-7325-6330 FITNESS -PEST CONTROL				39.55
003532 TRULY NOLEN	25411	BLYTH MEM HALL-PEST CONTROL	000000	10/27/2016	11/03/2016	113.00
		01-7850-6330 BLYTH MEM HALL-PEST CONTROL				113.00
Vendor Total						403.41
002697 TUCKERSMITH COMMUNICAT	11283708-10-1	ESTC- PHONE/INTERNET	000539	10/01/2016	10/24/2016	52.79
		01-2700-6260 ESTC- PHONE/INTERNET				52.79
002697 TUCKERSMITH COMMUNICAT	11283710-10-1	P/W- B- PHONE/INTERNET	000539	10/01/2016	10/24/2016	117.25
		01-3100-6260 P/W- B- PHONE/INTERNET				117.25
002697 TUCKERSMITH COMMUNICAT	11283616-10-1	ARENA/HALL B-MEM HALL PHONE	000539	10/01/2016	10/24/2016	97.54
		01-7340-6260 ARENA B PHONE				40.42
		01-7350-6260 HALL B PHONE				20.20
		01-7850-6260 MEM HALL PHONE				36.92
002697 TUCKERSMITH COMMUNICAT	11/2016	SEWER - 523-4466 MONTHLY ACCT	900017	11/01/2016	11/03/2016	97.20
		01-4100-6260 SEWER - 523-4466 MONTHLY ACCT				97.20
Vendor Total						364.78
003485 VAN HOUTTE COFFEE SERVICE	68304290	CONC B- COFFEE PRODUCTS	000000	11/02/2016	11/03/2016	550.37
		01-7345-6290 CONC B- COFFEE PRODUCTS				550.37
001634 VEOLIA WATER CANADA INC	62080	SEWER SEPTEMBER SERVICES	003325	10/19/2016	10/28/2016	23,541.67
		01-4100-6335 SEWER SEPTEMBER SERVICES				23,541.67
001634 VEOLIA WATER CANADA INC	62080 a	WATER - SEPTEMBER SERVICES	004721	10/19/2016	10/28/2016	36,893.02

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		01-4300-6335		WATER - SEPTEMBER SERVICES		35,312.50
		01-4300-6514		WATER - SEPTEMBER SERVICES		1,367.30
		02-4300-0796		WATER - PATRICK ST SAMPLES		213.22
				Vendor Total		60,434.69
002837 Verna Steffler	20089	MUSEUM- EQUIPMENT	000000	10/16/2016	11/03/2016	38.92
		01-7810-6290		MUSEUM- EQUIPMENT		38.92
000721 W S I B	September 2016	SEPTEMBER 2016 PREMIUM	000536	10/20/2016	10/20/2016	7,724.58
		01-1000-2540		SEPTEMBER 2016 PREMIUM		7,724.58
001735 WASTE MANAGEMENT	969-504326	SEPTEMBER WASTE/RECYCLING	043539	10/01/2016	10/21/2016	20,456.48
		01-4525-6496		BLYTH ARENA BIN		95.38
		01-7340-6380		BLYTH ARENA BIN		95.37
		01-7350-6380		BLYTH ARENA BIN		95.37
		01-7310-6380		COMPLEX BIN- ARENA W		279.67
		01-7320-6380		COMPLEX BIN-POOL		139.83
		01-7325-6380		COMPLEX BIN-FITNESS		139.85
		01-4525-6832		WINGHAM LANDFILL RECYCLE BIN		569.52
		01-1210-6380		TOWN HALL BIN- ADMIN		62.15
		01-7710-6380		TOWN HALL BIN- LIBRARY		41.43
		01-6410-6380		TOWN HALL BIN- DAY CARE		62.15
		01-2210-6380		TOWN HALL BIN- POLICE		41.43
		01-7815-6380		TOWN HALL BIN- MUSEUM		41.44
		01-4525-6498		WASTE COLLECTION- RESIDENTS		10,231.68
		01-4525-6499		RECYCLE COLLECTION- RESIDENTS		8,371.37
		01-7350-6380		BLYTH BIN- HALL B		189.84
000856 WEILER'S CLEANING & RESTC	12304596	OCTOBER JANITORIAL SERVICE	000000	10/31/2016	11/03/2016	2,678.16
		01-6410-6330		OCTOBER JANITORIAL SERVICE-DC		1,310.80
		01-1210-6330		OCTOBER JANITORIAL SERVICE-TH		537.31
		01-2210-6330		OCTOBER JANITORIAL SERVICE-POL		292.69
		01-7710-6330		OCTOBER JANITORIAL SERVICE-LIB		537.36
002667 WEST COAST DISTRIBUTING	10000421	CONC B- PDI AUX CORD	000000	11/01/2016	11/02/2016	24.34
		01-7345-6230		CONC B- PDI AUX CORD		24.34
002667 WEST COAST DISTRIBUTING	10000420	CONC B- SUPPLIES	000000	11/01/2016	11/02/2016	752.27
		01-7345-6290		CONC B- SUPPLIES		752.27
002667 WEST COAST DISTRIBUTING	1051543	CONC B/W SUPPLIES	000000	09/07/2016	11/02/2016	1,043.77
		01-7315-6290		CONC W SUPPLIES		152.52
		01-7345-6290		CONC B SUPPLIES		891.25
002667 WEST COAST DISTRIBUTING	10000191	CONC W- SUPPLIES	000000	10/18/2016	11/03/2016	512.08
		01-7315-6290		CONC W- SUPPLIES		512.08
002667 WEST COAST DISTRIBUTING	10000195	CONCESSION W- SUPPLIES	000000	10/18/2016	11/03/2016	81.63
		01-7315-6290		CONCESSION W- SUPPLIES		81.63

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
002667 WEST COAST DISTRIBUTING	10000424	CONC W- SUPPLIES	000000	11/01/2016	11/03/2016	157.00
		01-7315-6290 CONC W- SUPPLIES				157.00
002667 WEST COAST DISTRIBUTING	10000423	CONCESSION W- SUPPLIES	000000	11/01/2016	11/03/2016	592.80
		01-7315-6290 CONCESSION W- SUPPLIES				592.80
Vendor Total						3,163.89
000687 WESTARIO POWER INC.	2103444438	WATER - STANDPIPE SEPT USAGE	000413	10/12/2016	10/24/2016	192.88
		01-4300-6350 WATER - STANDPIPE SEPT USAGE				192.88
000687 WESTARIO POWER INC.	2103444413	WATER - 435 MINNIE SEPT USAGE	000413	10/12/2016	10/24/2016	191.37
		01-4300-6350 WATER - 435 MINNIE SEPT USAGE				191.37
000687 WESTARIO POWER INC.	2103444419	WATER - WELL 3 SEPT USAGE	000413	10/12/2016	10/24/2016	1,444.39
		01-4300-6350 WATER - WELL 3 SEPT USAGE				1,444.39
000687 WESTARIO POWER INC.	2103444364	269.987 KWH- CRUICKSHANK PARK	000547	10/12/2016	10/28/2016	77.01
		01-7100-6350 269.987 KWH- CRUICKSHANK PARK				77.01
000687 WESTARIO POWER INC.	2103444427	167.54 KWH- SNACK BAR	000547	10/12/2016	10/28/2016	58.33
		01-7100-6350 167.54 KWH- SNACK BAR				58.33
000687 WESTARIO POWER INC.	2103444414	63 KWH- PUMP HOUSE	000547	10/12/2016	10/28/2016	40.58
		01-1210-6350 63 KWH- PUMP HOUSE				40.58
000687 WESTARIO POWER INC.	300226513	10382.922 KWH- TOWN HALL/POLIC	000547	10/12/2016	10/28/2016	1,860.37
		01-1210-6350 TOWN HALL- ELECTRICITY				1,240.25
		01-2210-6350 POLICE ELECTRICITY				620.12
000687 WESTARIO POWER INC.	300226511	5681.9 KWH- 166 JOHN STREET	000547	10/12/2016	10/28/2016	1,035.71
		01-7120-6350 5681.9 KWH- 166 JOHN STREET				1,035.71
000687 WESTARIO POWER INC.	2103444355	993.1 KWH- 445 JOSEPHINE ST	000547	10/12/2016	10/28/2016	215.77
		01-3100-6350 993.1 KWH- 445 JOSEPHINE ST				215.77
000687 WESTARIO POWER INC.	2103444431	139905 KWH- ALF & JOS ST LTS	000547	10/12/2016	10/28/2016	247.69
		01-3400-6481 139905 KWH- ALF & JOS ST LTS				247.69
000687 WESTARIO POWER INC.	2103444430	2167 KWH- VIC & JOS ST LTS	000547	10/12/2016	10/28/2016	366.98
		01-3400-6481 2167 KWH- VIC & JOS ST LTS				366.98
000687 WESTARIO POWER INC.	2103444418	346.9 KWH- JOS ST ST LTS	000547	10/11/2016	10/28/2016	83.67
		01-3400-6481 346.9 KWH- JOS ST ST LTS				83.67
000687 WESTARIO POWER INC.	2103444392	323.98 KWH- 250 JOHN ST ST LTS	000547	10/12/2016	10/28/2016	85.43
		01-3400-6481 323.98 KWH- 250 JOHN ST ST LTS				85.43
000687 WESTARIO POWER INC.	2103444415	2415.7 KWH- LIBRARY	000547	10/12/2016	10/28/2016	469.44
		01-7710-6350 2415.7 KWH- LIBRARY				469.44
000687 WESTARIO POWER INC.	2103444403	4159.8 KWH- DAY CARE	000547	10/12/2016	10/28/2016	773.94
		01-6410-6350 4159.8 KWH- DAY CARE				773.94
000687 WESTARIO POWER INC.	2103444354	1440.2 KWH- FIREHALL W	000547	10/12/2016	10/28/2016	288.79
		01-2110-6330 1440.2 KWH- FIREHALL W				288.79
000687 WESTARIO POWER INC.	2103444349	1708.47 KWH- MUSEUM	000547	10/12/2016	10/28/2016	344.22

Accounts Payable

November 7, 2016 Council Meeting

Vendor 000000 Through 999999

Invoice Entry Date 09/28/2016 to 11/04/2016 Paid Invoices Cheque Date 10/19/2016 to 11/04/2016

Vendor Number Name	Invoice Number	Invoice Desc	Chq Nbr	Invoice Date	Entry Date	Amount
		01-7815-6350	1708.47	KWH- MUSEUM		344.22
000687 WESTARIO POWER INC.	300226249	SEWER SYPHON SEPT USAGE	900012	10/04/2016	10/20/2016	31.03
		01-4100-6350		SEWER SYPHON SEPT USAGE		31.03
000687 WESTARIO POWER INC.	2103444412	SEWER - 435 MINNIE SEPT USAGE	900013	10/12/2016	10/28/2016	34.79
		01-4100-6350		SEWER - 435 MINNIE SEPT USAGE		34.79
000687 WESTARIO POWER INC.	2103462555	SEWER - JOSEPHINE ST SEPT USAG	900018	10/24/2016	11/03/2016	1,140.93
		01-4100-6350		SEWER - JOSEPHINE ST SEPT USAG		1,140.93
Vendor Total						8,983.32
000699 WINGHAM ADVANCE TIMES	4023370	SEPTEMBER ADVERTISING	500191	09/25/2016	10/20/2016	1,449.39
		01-1200-6240		ADMIN- MEETINGS/TAXES		565.68
		01-6400-6250		DAY CARE- HELP WANTED		109.79
		01-3100-6240		P/W- HELP WANTED		445.09
		02-3100-1200		P/W- HOWSON DAM STUDY		328.83
002081 WINGHAM FOODLAND	725-600-8565	OEY- FOOD SUPPLIES	000000	10/17/2016	11/02/2016	10.66
		01-6800-6702		OEY- FOOD SUPPLIES		10.66
002624 WINGHAM POLICE SERVICE	10-12-2016	AQUATICS- POLICE CHECKS	000000	10/12/2016	11/03/2016	35.00
		01-7220-6220		AQUATICS- POLICE CHECKS		35.00
002624 WINGHAM POLICE SERVICE	10/11/2016	POLICE CHECK- CROSSING GUARD	000000	10/11/2016	11/03/2016	5.00
		01-3100-6230		POLICE CHECK- CROSSING GUARD		5.00
Vendor Total						40.00
004572 WRAY WILSON	11-2-2016	MILEAGE- BUILDING	000000	11/02/2016	11/03/2016	151.74
		01-2400-6220		MILEAGE- BUILDING		151.74
Unpaid Invoices						109,360.28
Paid Invoices						714,230.44
Invoices Total						823,590.72
Selected G/L Account Total						823,590.72



TOWNSHIP OF NORTH HURON

REPORT

Item No. 11-07-16

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 07/11/2016
SUBJECT: Clerk's Department Update
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the November 7, 2016 report of the Clerk's Department activities for information purposes.

EXECUTIVE SUMMARY

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

DISCUSSION

1. Administration

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

Administration Staff attended elections working group and AMCTO Workshop on Municipal Elections and prepared and researched ranked ballots and alternative voting methods reports for Council.

Processing of planning applications.

Preparation of Council reports, minutes and by-laws.

2. Report of the Manager of Child Care Services – Val Watson

General

I congratulated all our Registered Early Childhood Educators with a gift for ECE and Child Care Worker Appreciation Day at the workshop and the next day at our programs.

As part of the Committee organizing and presenting the Evening Training Series on Engagement October 19th we were quite thrilled that it was the largest training session attended. There were 81 participants. Karen Calligan spoke and was very well received.

We have had our first inspection and license visit from our new Program Advisor at all locations. She was very happy with our programming and staff. We still have some revisions to make with all the new policies. We will be making revisions and sending them on for approval. All programs are re-licensed for another year.

Day Care

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

We have moved several children to the Early Learning site but will likely have to move another group of 8 for January.

Early Learning Site

We have a few children who have left this program but we have filled it back up to 8 with one staff.

Before and After Maitland River

This program is running full and very busy. Staff are doing an amazing job as many of the children have identified needs and are coping independently in our program.

Before and After Sacred Heart

We have a steady group of 13, with one staff for Before and after School.

Early Years

The Early Years staff will be making an office transition up to Sacred Heart School with the County's blessings.

This will make our staff room a staff room again and not a combined office/staff room.

3. Health & Safety – Manager of Employee and Business Services – Richard AI

Working on Health and Safety policy review.

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

Delivered training in Workplace Violence and Harassment and Accessibility to firefighters.

4. Information Technology – Manager of Employee and Business Services – Richard AI

Migrated mail flow for Morris-Turnberry email to be hosted using North Huron's infrastructure.

Working with the Director of Recreation & Facilities to negotiate contract for Legend Recreation Software.

Set up records management software on user computers to allow input of records and creation of labels.

Set up connectivity between Howick and North Huron/Morris-Turnberry for Building Department.

FINANCIAL IMPACT

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

FUTURE CONSIDERATIONS

No items for future consideration.

RELATIONSHIP TO STRATEGIC PLAN

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
DATE: 07/11/2016
SUBJECT: Recreation and Facilities Report 11 07 16 (Department Update)
ATTACHMENTS: [Click here to enter text.](#)

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Activity Report of the Director of Recreation and Facilities, dated November 7, 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

Blyth Memorial Community Hall Renovation Update

The Blyth Memorial Community Hall Renovation Committee met on Monday October 17, 2016 to continue collaboration on the renovation project. The committee is working on finalizing the specific details on the donor recognition displays (past and present), information kiosks, and Legion displays.

The Director of Recreation and Facilities attended the Construction Site Meetings on October 3 and 17th to review the project progress and provide project direction. The courtyard work is nearing completion and the interior demolition work is progressing. The roofing work is presently ongoing, and the contractor is working on the exterior façade and cupola. The project is on target as of the last construction meeting, and the next is scheduled for November 7. The Citizen reporter was toured through the interior on October 13 for an update article that appeared in the October 20 paper. The goal is to keep the community informed on the progress. The Director of Recreation and Facilities was interviewed by a reporter for the Daily Commercial News, a construction publication, for a feature article on the renovation project at the Blyth Memorial Community Hall.

Friends of the Village of Blyth Parks

Staff met with the committee chair to review the status of projects and considerations for 2017 projects. Staff are reviewing the items and those that are feasible will be considered for the 2017 budget for Council's consideration. The Greenway Trail Committee has officially handed off their funds and responsibilities to the Friends of the Village of Blyth Parks, and they have a representative on that committee that focusses on the trail and is also a member of the G2G working group.

Blyth Arena

Ice is in and rentals started on Saturday October 1 as planned. Blyth Brussels Minor Hockey hosted their Crusader's Day at the arena on Saturday October 22nd. Upcoming events include the Blyth Junior Broomball Tournament on Nov 11-13.

Blyth Events

The Blyth Lions and The Blyth Witches Walk hosted their first Hallowe'en Age of Majority Dance at the Blyth Hall. This event was well attended with just over 100 participants.

Beer and Brats/Blyth 140th Kick Off Event – approximately 250 attended the Beer and Brats event held at the municipal parking lot in Blyth.

R2R Conference in Blyth:

- 86 presenters/panelists/speakers including visitors from Netherlands, Yukon, Kentucky, Newfoundland, Nova Scotia, New Brunswick, Manitoba, Alberta, Quebec and Ontario
- 1 choir director and student high school choir, one band, plus three individual musicians
- 2 Keynote speakers
- 8 Pitchers/5 Catchers/ +2 Banks represented in the Bullpen
- 3 Service clubs coordinating two breakfasts together
- 5 chefs preparing the food
- 1 local craft brewery and 1 local winery providing bar services
- Local tasting events of local cheese, beer and cider
- 99 delegates attended
- Additional events included: art exhibit, fashion designer showcase, panel discussions
- 58 volunteers contributed 575 hours of service

Upcoming Events:

- Nov 11-13 Blyth Jr Broomball Tournament
- Nov 26th Blyth Christmas Lighting
- Nov 12 – Wingham Carol Sing and Cruikshank Park Lighting
- Nov 13 – Wingham Midget Silver Stick
- Nov 26 Wingham Santa Claus Parade
- Remembrance Day services are being held on Friday November 11 at the Blyth Community Centre Hall instead of the Blyth Memorial Hall this year, and in Wingham at the Cenotaph.

Wingham Library

Painters have been working at the Wingham Library to paint the main book room, the two bathrooms and back hall. This will be completed November 4.

Cruikshank Park

Staff have been working alongside the Wingham volunteers who are installing all the Xmas Lighting displays at Cruikshank park for the November 12 lighting ceremony.

Complex Roof Repairs

Smith Peat Roofing has been working at the Complex on the prescribed roof repairs. That work will be completed November 4.

Wingham Town Hall

Councillors are invited to attend the Ontario Trillium Foundation presentation, to the Wingham Town Hall Theatre Committee and the municipality, of the \$30,000 funding toward the Wingham Town Hall renovations. MPP Lisa Thompson will be at the Town Hall on Friday November 25th at 11:15am for this presentation.

Georgian Bay Fire and Safety are working to complete the installation of the sprinkler system in the second floor of the Town Hall building. The sprinkler system should be completed by November 11. This is part of the project to re-open the theatre, and the committee will be coming to Council with an update report on fundraising. Staff and the committee are waiting on the report from the engineer on the new HVAC system prior to coming to Council.

Wingham Fire Hall

Council awarded the contract to install the Diesel Exhaust System at the Wingham Fire Hall to Air Vacuum Corporation. The proposed shipping date is December 7, 2016 with an installation date of December 19, 2016 through to no later than December 23, 2016.

Fall Recreation Programs

The Aquatic Centre fall swimming lessons started the first week of October with 100 participants.

FINANCIAL IMPACT

Nothing to report.

FUTURE CONSIDERATIONS

Next scheduled Department Update Report is December 5, 2016.

RELATIONSHIP TO STRATEGIC PLAN

Our community is Healthy and Safe

Our administration is fiscally responsible and strives for operational excellence.



Pat Newson, Director of Recreation and Facilities



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 07/11/2016
SUBJECT: Public Works October Activity Report
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Public Works October Activity Report for information.

EXECUTIVE SUMMARY

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

DISCUSSION

Administration and Shared Service	<ul style="list-style-type: none">• OCIF application was submitted on October 21• Clean Water and Wastewater Fund application – MT support and NH submission• Health and Safety program review for NH and MT. Coordinated for staff training sessions for Fall Arrest, First Aid, Chainsaw, Confined Space Awareness• Scheduled meeting with Huron Geomatics to discuss existing GIS support for NH• Working with Foreman in NH shops to clean up, make operational changes for functionality• Started Dual Budget Processes and Capital program review with Operations Supervisor and Foremen.
Development	<ul style="list-style-type: none">• NH Cowbell Brewery – agreement finalizations and pre-construction activities with contractors, consultants• NH Grandview Site – agreement finalizations and pre-construction activities with contractors, consultants• Met with prospective developers/builders to discuss approval requirements• Met with current developers to discuss compliance requirements of agreements
Capital	<ul style="list-style-type: none">• Howson Dam EA – On-going project work to gather information and support the 2nd PIC scheduled for early December.• Standpipe EA – RFP analysis is underway, expect recommendation at November 7 NH meeting.• Westmoreland/Mill Street, Blyth – Site meeting with impacted

	<p>residents, design meeting and coordination with consultant.</p> <ul style="list-style-type: none"> • Blyth Well – working through deficiencies with consultant and contractor • St. Michaels Road reconstruction – met Pit developer to discuss timing, coordination for their site work and our road work • Road Needs Study – Received Draft report. Currently under review by staff. • OSIMS/Bridge needs – Field work is complete. Anticipating 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. Defining schedule for staff to participate in patrols and plowing. Scheduled Part Time hires for seasonal kick-off meeting. • Streetlight – A report will be put forward to NH Council in 2016 recommending action for LED conversion. MT replacement program and account changes are complete, in the final stages of project completion. Working with consultant on warranty issues for streetlights that need repaired. • Signs – consultant engaged to complete NH sign inventory and retro-reflectivity testing. Expecting consultant to help verify equipment accuracy.
Water/Wastewater	<ul style="list-style-type: none"> • Met with Veolia for 2017 Capital program for NH and MT • Met with Veolia to review 36 month risk assessment for the Belgrave/Blyth/Wingham systems • Coordinating with Veolia on Ministry inspector's scheduled to visit Water 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 in NH for October 3rd, 17th, November 7th and 14th. MH is Tuesday October 11, 2016 and Monday November 7, 2016. Notice was sent to the public. • Held correspondence with a rate payer asking for permission to hunt on the Morris landfill property. The request was denied after speaking with municipalities insurance representatives.
Cemetery	<ul style="list-style-type: none"> • No activity at this time

Drainage	<ul style="list-style-type: none"> • Various drainage items for crossings, road closures, scheduling meetings.
Equipment and Vehicles	<ul style="list-style-type: none"> • Truck from RFP should be delivered sometime in November • Comprehensive review of vehicle/equipment list in NH and MT, including shop/facility related equipment no longer in use. Posting more surplus equipment on GovDeals

FINANCIAL IMPACT

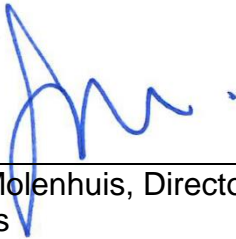
No immediate financial impact at this time.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

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



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 01/11/2016
SUBJECT: Council Request for Follow Up Information - SCBA
ATTACHMENTS: n/a

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the report for information purposes.

EXECUTIVE SUMMARY

At the 17 October council meeting, council asked for an additional review of the Self Contained Breathing Apparatus (SCBA) upgrade program. Upon review of the lease program CAO Chambers and I agreed that the financial offer under the MSA Promise Program represents fair and reasonable compensation under the terms of the lease to own agreement.

DISCUSSION

The lease to own program signed by the Blyth & District Fire Department on 20 May 2008 included a provision to upgrade SCBA to the most current NFPA Standards. These Standards were changed to the point that simple modifications of current SCBA were not practical.

FDNH was offered \$24,144 in compensation in the form of MSA components.

Upon review of the lease agreement, CAO Chambers and I agreed that the compensation offered is consistent with the terms of the lease to own agreement.

FDNH will apply this credit towards the purchase of equipment that can be used on both our current SCBA, and potential new SCBA when that time comes.

FINANCIAL IMPACT

This will have no short term impact on FDNH operations.

FUTURE CONSIDERATIONS

FDNH hopes to work towards a joint purchase of replacement SCBA with neighbouring fire departments prior to 2022.

RELATIONSHIP TO STRATEGIC PLAN

Goal3. Ensure our community is healthy and safe.

David Sparling,
Director Fire & Emergency Services

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CORRESPONDENCE
Council Meeting November 7, 2016

DATE	FROM	REGARDING	ACTION	FILE
Oct-17	ROMA Communications	2017 ROMA AGM and Annual Conference		
Oct-17	AMO Communications	Energy Now and into the Future Symposium		
Oct-17	Premier's Awards	2017 Premier's Awards for Excellence in the Arts		
Oct-17	Municipality of Morris-Turnberry	Notice of Public Meeting concerning an Official Plan Amendment and Zoning By-law Amendment		
Oct-20	AMO	AMO WatchFile - October 20, 2016		
Oct-20	AMO	AMO Policy Update - Ontario Municipal Board Update		
Oct-21	2017 OGRA Conference	Brochure		
Oct-24	South West Local Health Network	Residential Hospice Planning in South West LHIN Update		
Oct-26	Min of Municipal Affairs & Housing	2016 Ontario West Municipal Conference		
Oct-27	AMO	AMO WatchFile - October 27, 2016		
Oct-31	Ministry of Citizenship and Immig	June Callwood Outstanding Achievement Award for Voluntarism in Ontario		
Nov-02	AMO Communications	Federal Fall Economic Statement Increases National Infrastructure Spend		
Nov-03	AMO	AMO WatchFile - November 3, 2016		

Township of North Huron
PO Box 90 Wingham, Ontario
N0G 2W0

OCT 13 2016

TOWNSHIP OF NORTH HURON

Attention: Reeve Vincent and Council Members:

Re: Howson Dam and Pond

We understand that some of you were at one or both of the Public Information Centres (PIC) held in conjunction with the Environmental Assessment (EA) on September 29th and we appreciated your attendance.

There were a number of interesting points and observations that arose from the presentation and resulting discussion, such as:

1. The EA is being undertaken, at a cost of about \$90,000, even though it is NOT REQUIRED for a repair project, as a dam repair is a Schedule A project (see #13 in the attachment);
2. The \$90,000 is being taken from a reserve fund that was set up by previous Councils for the repair and maintenance of the Dam, not for an environmental assessment, and will deplete about half of that reserve;
3. If the EA proceeds, and the repair alternative is the recommended solution, we will not know if the Ministry of Natural Resources (MNR) will approve such a project, as that investigation is not part of the terms of reference for the EA;
4. The bridge part of the structure is apparently being included in the EA even though it was NOT part of the RFP and was not part of the repair request put to your Council by this committee, or anyone else; and
5. Approximately 150 ratepayers attended the PIC and we heard only positive comments concerning repairing the Dam and reinstating the water in the pond to the normal, historic elevation, that is Alternative 3, but without the bridge; and the ratepayers do not want \$90,000 of their money spent on an EA.

After considering the observations and comments from the PIC, we recommend that there are two main issues that your Council needs to immediately act on, as follows.

1. The Environmental Assessment should be put "on hold" immediately and an application for repair of the dam made to the MNR using the B. M. Ross & Associates plans that were prepared last year. If this is done, we will then know what will be involved with obtaining a permit for repair and what would be the best use of the Dam Reserve Fund. This what we asked you to do earlier this year.
2. If the EA ever proceeds, the bridge should NOT be considered. No one asked that it be included, no one thinks we need a bridge there and we cannot afford a new or repaired bridge. Any time and money spent on the bridge issue is a waste.

As we have stated before, our Committee has done considerable investigation regarding all aspects of repairing the Dam, restoring the pond to its historic level, and generating electricity and we would be very pleased to work with you and the Township staff to this end. Please do not hesitate to contact us regarding this offer.

We trust you will give our recommendations serious consideration and we look forward to your prompt action and reply.

Sincerely,



for The Howson Dam and Pond Citizens Committee

Rennie Alexander, Jim Wickens, Bob Middleton, Tom Inglis, Bruce MacDonald, Andy McBride

MUNICIPAL WATER AND WASTEWATER PROJECTS

SCHEDULE A: PRE-APPROVED ACTIVITIES

(Note: The schedules shall be reviewed inclusively to ensure that the correct schedule is selected.)

The following Schedule A projects are pre-approved. The proponent may proceed without following the procedures set out in this Class EA.

Projects which take place partly outside the proponent's municipal boundary shall be planned at least under Schedule B, other than "normal or emergency operational activities" which shall be Schedule A.

Wastewater Management Projects:

1. Normal or emergency operational activities (see Glossary definition for Operation). Such activities may include, but are not limited to, the following:
 - modify, repair, reconstruct existing facilities to provide operational, maintenance or other improvements such as reducing odour, insulating buildings to reduce noise levels and conserve energy, landscaping
 - on-going maintenance activities
 - normal operation of sewage treatment plants
 - installation of new service connections, catch basins and appurtenances from existing sewers
 - maintenance and/or minor improvements to grounds and structures
 - addition of minor buildings, sheds and equipment and materials storage areas
 - repairs, cleaning, renovations or replacement of sewage treatment facilities, pumping plant equipment or outfalls
 - cleaning, relining, repairs and renovations to existing sewage collection system
 - installation or replacement of standby power equipment where new equipment is located within an existing building or structure.
2. Increase pumping station capacity by adding or replacing equipment where new equipment is located within an existing building or structure and where the existing rated capacity is not exceeded.
3. Expand / refurbish / upgrade sewage treatment plant including outfall up to existing rated capacity where no land acquisition is required.
4. Install chemical or other process equipment for operational or maintenance purposes in existing sewage collection system or existing sewage treatment facility.
5. Provide additional treatment facilities in existing lagoons, such as aeration, chemical addition, post treatment, including expanding lagoon capacity up to existing rated capacity, provided no land acquisition nor additional lagoon cells are required.
6. Expansion of the buffer zone between a lagoon facility or land treatment area and adjacent uses where the buffer zone is entirely on the proponent's land.

SCHEDULE A - Continued

7. Dispose of, utilize, or manage biosolids on an interim basis (e.g. further treatment in drying beds, composting, temporary holding at transfer stations), at:
 - a) An existing sewage treatment plant where the biosolids is generated, or
 - b) An existing landfill site, incinerator or organic soil conditioning site, where the biosolids is to be utilized or disposed of.
8. Establish a new biosolids organic soil conditioning site.
9. Increase sewage treatment plant capacity beyond existing rated capacity through improvements to operations and maintenance activities only, but without construction of works to expand, modify or retrofit the plant or the outfall to the receiving the water body, with no increase to total mass loading to receiving water body as identified in the Certificate of Approval.
10. Establish, extend, or enlarge a sewage collection system and all necessary works to connect the system to an existing sewage outlet, where it is required as a condition of approval on a site plan, consent plan of subdivision or plan of condominium which will come into effect under the Planning Act prior to the construction of the collection system.
11. Establish new or replace or expand existing stormwater detention/retention ponds or tanks and appurtenances including outfall to receiving water body provided all such facilities are in either an existing utility corridor or an existing road allowance.
12. Replace traditional materials in an existing watercourse or in slope stability works with material of equal or better properties, at substantially the same location and for the same purpose.
13. Reconstruct an existing dam weir at the same location and for the same purpose, use and capacity.
14. Expand, improve or modify existing patrol yards, equipment and material storage facilities, maintenance facilities and parking lots for service vehicles, where no land acquisition is required.
15. Sewage projects planned and approved under Ontario Regulation 586/06 (see Section A.2.10.4 of Municipal Class EA).
16. Roadside ditches, culverts and other such incidental stormwater works constructed solely for the purpose of servicing municipal road works.
17. Construction of stormwater management facilities which are required as a condition of approval on a consent, site plan, plan of subdivision or condominium which will come into effect under the Planning Act prior to the construction of the facility.
18. Any project which would otherwise be subject to this Class EA and has fulfilled the requirements outlined in Section A.2.9 of this Class EA and for which the relevant Planning Act documents have been approved or have come into effect under the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

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

Dear: Mayor and Council,

RE: Update Report on Risk Management Services Provided by Ausable Bayfield Conservation Authority

Ausable Bayfield Conservation Authority (ABCA) was delegated Part IV authorities (as per Ontario *Clean Water Act, 2016*) to provide Risk Management Services on behalf of your municipality in the autumn of 2014. Since that time, ABCA staff members have been working diligently to implement the Part IV (risk management plan, prohibition, and restricted land use) policies of the Ausable Bayfield and Maitland Valley Source Protection Plans which came into effect on April 1st, 2015. This report provides an update on the progress of our work to date.

Services

Under our current service agreements, we are providing the following services to your municipality:

- Communicating the purpose, effect and function of the Part IV policies to residents and businesses in the subject vulnerable areas (municipal wellhead protection areas, zones A, B, and C);
- Monitoring and enforcement of source protection plan prohibition policies;
- Negotiating, establishing, and ensuring compliance with risk management plans;
- Collaborate with municipal building and planning staff to ensure that activities proposed in vulnerable areas are consistent with the source protection plans through development application review and approval;
- Development and delivery of education and outreach materials as per source protection plan policies;
- Addressing any site-specific challenges by landowners to the source protection technical work (called “risk assessments”); and
- Keeping records for the purpose of reporting to the Ontario Ministry of the Environment and Climate Change;

Risk Management Plans

Within the eight municipalities where ABCA is providing risk management services, it was estimated that fewer than 200 Risk Management Plans (RMPs) were required. Through threat verification, and consultation with landowners and business owners, the actual number of risk management plans will likely be closer to 150. ABCA staff members have been leading the way in establishing some of the first Risk Management Plans across the Province of Ontario, and have about a third of the required Plans either in progress or completed.

ABCA staff members have been focusing on Risk Management Plans and services for home heating oil fuel threats which make up the greatest portion of significant threats in the region. Some less complex agricultural threats, such as pesticide application, have also been addressed. Several other risk management plans have been completed for activities such as waste disposal, chemical storage, and manure application. Most recently, our Risk Management Officials have worked closely with municipal staff to conduct site-specific risk assessments for fuel storage at all drinking water system locations throughout this source protection region. These assessments were required by the Ontario Ministry of the Environment and Climate Change.

Staff members have been working closely with industry experts such as fuel providers, service contractors, certified crop advisors, and OMAFRA nutrient management staff to establish appropriate and effective best management practices that can be used to address specific threats in risk management plans. A suite of best management practices is typically discussed with landowners during negotiation of the risk management plan, and the management measures ultimately agreed upon are based on what is most practical for a specific property, while still complying with the policies and relevant legislation.

ABCA staff members have been relying on simple but effective, and cost-effective, tools as the basis for most Risk Management Plans. Basic spills kits have been assembled at a low cost and provided to landowners and businesses that store fuel or other chemicals. Other effective tools that ABCA staff members have provided for risk management plans include: laminated maps; signage for farm properties to identify the most vulnerable areas; training materials for staff of businesses located in wellhead protection areas; and materials for recording and storing maintenance records.

Our Risk Management Officials have, for the most part, been well-received in the community, with full cooperation from most landowners and business owners. Individuals do not want to contaminate their drinking water supply and we have received some excellent ideas and suggestions from landowners themselves. Some of the challenges we have been experiencing have to do with initiating contact with some landowners. The shift in telecommunications from land lines to mobile phones has made finding contact information for some property owners very difficult. If we do not receive a response from direct mailing, we are often forced to rely on knocking on doors at different dates and times in the hopes of finding someone at home. This method of initiating contact can be resource-intensive and time-consuming.

Restricted Land Use Notices

Within certain parts of a wellhead protection area (WHPA) a person cannot submit an application for an approval under the *Planning Act*, or for a building permit under the *Building Code Act*, unless they first obtain a section 59 notice from the Risk Management Official, as per the *Clean Water Act, 2006*. The purpose of requiring a Section 59 notice is to allow the risk management official an opportunity to determine if the development proposal will introduce a significant threat activity that is prohibited by the source protection plan, or one that requires a risk management plan. The table below outlines the number of notices issued to date, within each municipality, in both 2015 and 2016.

Municipality	Total	2015	2016
Ashfield-Colborne-Wawanosh	4	2	2
Morris-Turnberry	10	3	7
Huron East	11	7	4
Bluewater	9	5	4
North Huron	8	7	1
North Perth	5	3	2
Huron-Kinloss	6	2	4
Central Huron	6	4	2
TOTAL	59	33	26

ABCA staff members have streamlined the development review process, making the timing for review and the issuance of notices very short. Typically, applications are reviewed and notices are issued the same day that applications are received.

Education and Outreach

The Source Protection Plans rely heavily on education and outreach to address all existing drinking water threats. The intent of the education and outreach policies is to equip landowners with ample knowledge of best management practices intended to manage specific risks to drinking water. The principle is to educate thoroughly prior to requiring action through other source protection plan polices, such as requirements for risk management plans.

Staff members from ABCA and Maitland Valley Conservation Authority (MVCA) were responsible for developing education materials specific to each significant drinking water threat. These threat-specific education materials are largely being delivered by the Risk Management Officials as a first step in developing Risk Management Plans. Education products include fact sheets; letters; maps; an updated source protection region website and interactive mapping portal at sourcewaterinfo.on.ca; direct personal outreach through a number of means; training materials; and a new micro website at www.keepingwaterclean.ca. Promotional videos were also developed and can be viewed by visiting our website at www.sourcewaterinfo.on.ca.

If you would like any further information about the activities of the Risk Management Office at Ausable Bayfield Conservation Authority, I would be pleased to respond. Please direct any inquiries to me by email at: jallain@abca.on.ca, or by phone at: 519-235-2610, extension 226.

Sincerely,



Jenna Allain

Program Supervisor, Drinking Water Source Protection
Ausable Bayfield Maitland Valley Source Protection Region

September, 2016

Dear Councillors:

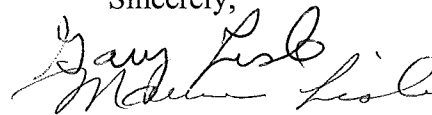
We would like to ask for your assistance in a Christmas dinner we have for the 'less fortunate' who live in our community. A group of concerned individuals under the leadership of Sue Doig (Columbus Center) and the Lisle's (Maureen and Gary) saw the need for this outreach three years ago and we organized our first Christmas dinner for these folks. Last year, was our third year at this and we were able to provide a meal for about 255 people and were able to put together another 175 meals that were distributed through the Salvation Army and the North Huron Food Share. All the meals were very appreciated by the people on the receiving end.

Planning has started for this year's event to be held on the 17th of December at the Complex. We had a lot of volunteers for the dinner last year, including some councillors who came to act as greeters. With the help of various individuals, as well as some local merchants, we were able to provide a lovely meal, lots of door prizes and live music to those who might not have been so fortunate otherwise.

Last year you allowed the North Huron complex to issue swim passes that we could distribute at the meal. The swim passes were very well received and allowed many to have an opportunity they might not have otherwise had to use the community pool. As mentioned in last year's letter to council, would you be willing to assist in this event once again and issue passes this season?

If you have any further questions, please do not hesitate to ask either Sue Doig at the Columbus Center (357 -1270) or Gary Lisle or Maureen at 357-1294. Thanks for your support in whatever form that may take.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary Lisle" and "Maureen Lisle" on two lines.

Gary and Maureen Lisle

From: Jim Brintnell [<mailto:james.brintnell@ed.amdsb.ca>]
Sent: Monday, October 31, 2016 2:22 PM
To: Connie Goodall <CGoodall@northhuron.ca>
Subject: Industry Connects Career Fair - Thank you

Dear Connie,

Thank you for your support of the Industry Connects Career Fair 2016. We appreciate your committee participation and North Huron's financial support.

Please pass along our appreciation to the North Huron council members.

Through your support, we had an excellent lineup of exhibitors to showcase career options for the high school students in our region.

Career Fair Highlights:

- 45 exhibitor booths and 100 exhibitor employees across key industry sectors within Huron, Perth, and Bruce Counties
- 700 students from the 11 secondary schools within the 2 school boards of Huron and Perth Counties

With your involvement, we are strengthening the linkage between businesses, industry, and education to better meet the labour force needs and tackle the skills gap. Your support reinforces the local youth retention and attraction strategies.

We appreciate your feedback and trust that you benefited from the event. Thank you for making the time commitment and sharing the nature of your vocation with our students.

If you have questions, please do not hesitate to contact me at james.brintnell@ed.amdsb.ca or [519-857-6255](tel:519-857-6255).

I wish you all the best and continued success.

Sincerely,

James (Jim) Brintnell, OCT
Event Coordinator
Industry Connects Steering Committee
james.brintnell@ed.amdsb.ca
[519-857-6255](tel:519-857-6255)

You're invited to an interactive workshop on

How to have a successful Business Improvement Area [BIA] in your town

*Understanding the purpose and mandate of BIAs and the
resources available through the Ontario Business
Improvement Area Association [OBIAA]*



Tuesday, November 22, 2016

Mitchell Town Hall—upper auditorium—6:15 pm.

169 St. David Street, Mitchell, ON N0K 1N0

**Kay Matthews, Executive Director
OBIAA will discuss:**

- * History and importance of BIAs
- * Legislative framework
- * Roles and responsibilities
- * Member and municipal engagement
- * Secrets to success
- * Planning for the future

- * Learn and ask questions
- * Network with your colleagues, BIA members, councilors and staff
- * Advanced registration is required
- * Sign-in & light refreshments at 6:15 pm
- * Program starts at **6:30 pm sharp** with keynote speaker, followed by networking opportunities

Advanced registration deadline is November 18, 2016

Please contact Carrie Parsons ~ Email: carrie.parsons@ontario.ca

Presented and sponsored by



October 31, 2016

Township of North Huron
274 Josephine Street,
Wingham ON N0G 2W0

Dear Reeve Neil Vincent and Council,

Our community is fortunate for the committed and talented rural doctors that safeguard our health and contribute to our wellbeing. It is that time year again when we show our doctors how much we appreciate them. The Wingham & Area Health Professionals Recruitment Committee intends to formally thank our Rural Physicians for their dedicated service during Doctor Appreciation week - November 21st through November 25th. Typically, to show our appreciation, we place posters around town, host a coffee break and present baskets of local 'goodies' to our Doctors. These tokens of appreciation have always been graciously received.

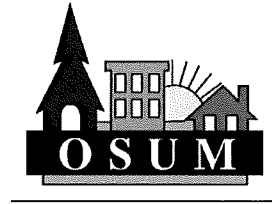
The success of Wingham and area's appreciation efforts, made possible by the generous donations of business owners and community members, has prompted other communities to mirror our activities for their own Physician Recognition Programs.

The donation of something small from several businesses creates a "basket of plenty" to show our gratitude to the doctors who do so much for many of us. Previous donations have included locally produced goods, gift certificates for local businesses, and lifestyle products. This year we are pleased to make up 29 baskets in recognition of our Staff Physicians, Locums and Visiting Specialists. We appreciate your kind consideration of this request for a donation towards our appreciation baskets. We plan to formally recognize all contributors to Doctor Appreciation Week following the basket presentations.

A member of the Healthcare Professionals Recruitment Committee will be following up with you in the next couple of weeks. If you are interested in donating or have any further questions, please contact Jan McKague-Weishar at 519-357-3711 x. 5294. Thank you for your consideration of this request.

Sincerely,

Verna Steffler, Chair
Wingham & Area Health Professionals Recruitment Committee



September 2016

Welcome to the Beautiful Town of The Blue Mountains,

On behalf of Town of The Blue Mountains, I am pleased to extend an invitation to join us at the 64th Annual Ontario Small Urban Municipalities Conference, taking place May 3rd to 5th, 2017 at Blue Mountain Resort in Town of The Blue Mountains.

The conference theme this year is "Rural Meets Urban", recognizing the challenge many of us face as our areas become increasingly urbanized through growth and the migration of people from larger cities to our municipalities. Whether it is coping with increasing development pressures, managing the expectations of our more urban residents or handling the challenge of new homes being built near working farms, we all face this pressure in some form.

While those of us in the middle of this type of "urbanization" have one set of issues, many other communities are looking to attract new residents and business from the urban core. For them, the challenge is attracting urban attention and selling the many benefits of living in a more rural setting.

Whatever category you are in, this conference will have something for you. The organizing committee is working hard to bring you an interesting and diverse set of topics designed to help us all manage our municipalities more effectively.

With each OSUM conference, we learn more from each other to grow our communities. I know that you will each take away new learning, new experience and new partners.

We are all waiting to welcome you to our beautiful Town. I hope you have the chance to experience the Village and beyond in your time here with us during that first taste of spring. Whether it's following the Apple Pie Trail and tasting its culinary delights or experiencing craft beer, wine and cider on the Saints and Sinners: Bootlegger's Run, we hope you will have a chance to experience The Blue Mountains beyond the ski season we are so well known for. Spring offers that first chance for a paddle, a walk or hike on trails empty of snow, a game of golf, a ride on the open road, new adventures to experience, unique shops stocked with new merchandise and friendly faces everywhere you go!

Yours truly,

A handwritten signature in black ink, appearing to read "John McKean".

Mayor John McKean

Town of The Blue Mountains



**64th ANNUAL OSUM CONFERENCE & TRADE SHOW
TOWN OF BLUE MOUNTAINS
MAY 3-5, 2017**

DELEGATE REGISTRATION FORM

Full Delegate Package

Cost: \$499.00 + HST = \$563.87

Each delegate will receive a registration kit, access to all workshops, Wednesday evening Welcome Reception/Opening Ceremonies & Trade Show including hot and cold hors d'oeuvres and cash bar, Thursday evening's Mayor's reception including hot and cold hors d'oeuvres and cash bar, breakfast and lunch on Thursday and Friday.

Early Bird Golf Outing

Cost: \$125.00 (HST included)

Wednesday May 3rd, 2017 – The Golf Club at Lora Bay located at 109 East Ridge Drive, Thornbury, ON, N0H 2P0 Phone: (519) 599-7500

Shotgun start at 11:00 am 18 holes of golf, cart and box lunch. Prizes

Mayor's Reception and Dine Around

The Town of Blue Mountains is excited to invite all OSUM delegates and companions to take part in the "Dine Around" in either Blue Mountain Village or explore the quaint village of Thornbury. There will be a Mayor's Reception Thursday May 4th from 6:00 – 7:30 pm to be held on the patio of the Georgian Ballroom of the Village Conference Centre, weather permitting. From there you are free to choose where you would like to have dinner in one of the variety of restaurants available in the Blue Mountain Village or the Town of Thornbury only 15 minutes' drive from the Blue Mountain Resort. It is advised that you make a reservation at the restaurant of your choosing. A list of dining establishments will be provided in your welcome package.

Accommodations: Please visit www.OSUM.ca for a full listing of accommodations available for the conference. Please mention that you are attending OSUM and use the group number GRP113961 to ensure you are given the conference group rate.

**64th ANNUAL OSUM CONFERENCE AND TRADE SHOW
TOWN OF BLUE MOUNTAINS
DELEGATE REGISTRATION FORM**

Delegate Name: _____

Title/Position: _____

Municipality/Organization: _____

Mailing Address: _____

Telephone: _____ Fax: _____ Cell: _____

Email: _____ Companion Name: _____

Registration Type	Base Fee	Taxes	Total Fee	No. of Participants	Total
Delegate Package	\$ 499.00	+13%	\$ 563.87		
Early Bird Golf Day	\$ 110.62	+13%	\$ 125.00		

TOTAL _____

If you are golfing, please list team members. If you do not have a team, you will be matched up.

1. _____

2. _____

3. _____

4. _____

REFUND POLICY: Cancellation must be made in writing (mail, email or fax) and received before April 15, 2017. An administration charge of \$50.00 will apply. Any cancellations including golf after April 15, 2017 will not be refunded.

REGISTRATION DEADLINE: MARCH 18, 2017

Trade show inquiries can be made to: Deb Keep debkeep@rogers.com 705 888 9779

For more information regarding conference programming, please visit: www.osum.ca

PAYMENT METHOD: CHEQUE PAYABLE TO: TOWN OF BLUE MOUNTAINS

Please mail this registration form and payment to:

Town of Blue Mountains, Attn: Ruth Prince
PO BOX 310, Thornbury, N0H 2P0

Questions or Inquires:

Phone: (519) 599 3131 x 227
Katherine Dabrows
Fax: (519) 599 7723
Email: fitenquires@thebluemountains.ca



A South Huron Residential Hospice

Maria Hamather & Deb Homuth Co-Chairs
South Huron Hospice Steering Committee

Auditor-General Dec. 9 2014

“Although most people would prefer to die at home, most die in hospital. Aside from the compassionate aspect of this, caring for terminally ill patients in an acute-care hospital is estimated to cost over 40% more than providing care in a hospital-based palliative-care unit. **This is more than double the cost of providing care in a hospice bed and over 10 times more than providing at-home care.**

Access to palliative-care services is not equitable across the province. Patients who qualify for services in one area of the province may not have access to similar services in another area.”

Ontario Gov't announces funding for new hospice beds

- News of the new hospice bed funding first came in February when it was announced that Ontario's budget for 2016 contained a significant increase in funds for community hospice palliative care.
- This number came to \$75 million over the next three years, and at the end of those three years, the annual government funding will be \$55 million per year.
- Specifically, 200 new hospice beds will be funded.

Funding Hospices

- All capital must be raised locally to build and furnish the hospice
- Ont. Gov't will provide \$105,000 per bed per year for operating costs for LIHN approved hospices (70-80% of annual operating costs)
- Huron County has been identified by the SWLIHN as the County most in need of a residential hospice
- SW LIHN asked for funding for 10-12 beds to fund an ***integrated Huron-Perth solution***

Unique Location

Specifically, by building a residential hospice in Exeter we would have the greatest potential to relieve stress on more hospitals than if the residential hospice was situated anywhere else in Huron County. Nowhere else in Huron-Perth would there be that much positive effect on as many area hospitals ensuring a much larger long-term cost-saving and sustainability model.

We have the desire, the finances, the volunteers, and the donations to build and sustain the hopsice.

Progress to Date

- South Huron Hospital Foundation made the motion to fund the expansion of palliative care resources including but not limited to the creation of a small residential hospice (March 2016)
- A steering committee has been formed
- The steering committee has developed a business plan
- We have created an integrated Huron-Perth solution

Funds Are Being Raised

- South Huron Hospital Foundation Gala raises \$292,000 for Jessica's House, June 2016
- Local organizations, local projects, and funeral bequests have all started coming in for Jessica's House
- A lot has been donated
- In-kind donations have started to come in (e.g drawings)
- Despite not having launched our formal fund-raising campaign, Jessica's House has already captured the hearts and minds of South Huron

Request of Council

- ✓ A formal letter of support
- ✓ Awareness of the project and vocal support for it
- ✓ Encouragement of financial and In- Kind donations

South Huron Hospice Steering Committee

- Lindsay Barton
- Cass Bayley
- Mitch Homuth
- Dave and Lorelee Marshall
- Dr. Mark Nelham
- Pat O'Rourke
- Kimberley Payne
- Michelle and Rob Reid
- Patty Relouw
- Todd Stepaniuk (CEO of South Huron Hospital)
- Kim Winbow

Consent Application Report – File # B38-2016

Owner: Wayne and Linda Hopper Applicant: Ron Davidson Land Use Planning	Date: 2 November 2016
Property Address: 38507 Glen's Hill Road	
Property Description: Part Lot 28, Concession 6, East Wawanosh, Township of North Huron	

Recommendation: That provisional consent be:

- √ granted with conditions (attached)
- deferred (for OPA to address MDS issue)
- denied (referred to the Committee of the Whole, for a decision)

Purpose:

- enlarge abutting lot
- create new lot
- √ surplus farm dwelling
- right-of-way / easement
- other:

Area Severed: .28 ha (+/-) (0.71 ac)	Official Plan Designation: Agriculture	Zoning: AG1- General Agriculture
Area Retained: 47 ha (+/-) (116 ac)	Official Plan Designation: Agriculture and Extractive Resources	Zoning: AG1 – General Agriculture

Review: This application:

- √ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- √ Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- √ Conforms with section 51(24) of the Planning Act;
- √ Conforms with the Huron County Official Plan;
- √ Conforms with the North Huron Official Plan,
- √ Complies with the municipal Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- NA Has been recommended for approval by the local municipality; and
- √ Has no unresolved objections/concerns raised (to date) from agencies or the public.

(Applications that do not meet all of the foregoing criteria will be referred to the Committee of the Whole for a decision)

Agency/Public Comments:

	Not Received or N/A	No Concerns	Comments/Conditions
Maitland Valley Conservation Authority	√		
Neighbours/Public	√		
Huron County Health Unit		√	"The severed lot has sufficient space for a class four septic system and contingency bed."

Figure 1 Aerial Photo of Proposed Severed and Retained Lands



Figure 2 Aerial Photo of Land to be Severed



Figure 3 Photo of Existing House on Proposed Severed Property



Figure 4 Photo of Existing Shed on Proposed Severed Property



Additional Comments:

The purpose of this application is to sever a surplus farm dwelling. The land to be severed is approximately 0.71 acres and contains an existing dwelling and shed. The land to be retained is approximately 116 acres of farmland and will continue to be used for agricultural purposes.

Comments Received

Comments received from the Huron County Health Unit stated that they could not support the application as originally proposed because there was insufficient room for a future replacement septic system and it could not meet the required setbacks. The proposed severed parcel dimensions were amended by the applicant and sent to the Health Unit for their confirmation of satisfaction. Once it was deemed appropriate and able to be supported by the Health Unit, the application amendment was considered minor in nature and it was not necessary to re-circulate the application.

Comments received from the Huron County Public Works Department stated that they had no objection to the proposed severance. The severed lot has an existing entrance off of Glen's Hill Road and no new entrance to the severed lot would be permitted off of Donnybrook Line.

Provincial Policy Statement

The *Provincial Policy Statement, 2014* (PPS) in Section 2.3.4.1 only permits lot creation in prime agricultural areas for agricultural uses, agriculture-related uses, a residence surplus to a farming operation, and infrastructure. The PPS requires that the remnant farmland from a surplus farm residence severance be prohibited from having

Consent Application Report – File # B38-2016

a residence. This application is for a surplus dwelling severance and, provided a condition is attached to the approval prohibiting a new residence on the retained parcel, is consistent with the Provincial Policy Statement.

Official Plan Policies

The subject property is designated Agriculture and Extractive Resources in the North Huron Official Plan. The majority of the property, and the proposed severed parcel in particular, is designated Agriculture. The consent policies in Section 11.3.1 of the Township of North Huron Official Plan contain criteria to permit a surplus dwelling severance in an Agriculture designation. These policies are similar to those found in the Huron County Official Plan and are as follows:

North Huron Surplus Dwelling Criteria	Compliance with Criteria
<i>House is surplus to a farm operator</i>	Yes, the owners own several farms throughout Huron County and Bruce County.
<i>House is at least 15 years old or replaces a house that was 15 years old.</i>	Yes, the building was built over 50 years ago.
<i>The residence is habitable and intended to be used as a residence.</i>	Yes, it is habitable and intended to be used as a residence.
<i>The area of farmland attached to the surplus house is kept to a minimum size needed for residential purposes, taking into consideration water and sewage services and environment and topographic features.</i>	Yes, severed area is minimal in area and is necessary to support the residential use and private services.
<i>Minimum Distance Separation (MDS) formula requirements are met to the surplus house if barn(s) exist on the retained farmlands. MDS does not apply to existing barns on separately titled lots.</i>	There are no barns remaining on the retained farmlands.
<i>There has been no previous separation of land for residential purposes as it existed on June 28, 1973</i>	Yes, there have been no previous separations of land for <u>residential</u> purposes.
<i>The retained lands are a minimum of 19 hectares unless merged with an abutting farm property.</i>	Yes, The retained lands are approximately 47 hectares.
<i>Where residence is within 300m of an aggregate operation or deposit and assessment of potential impact may be required.</i>	Yes, the dwelling is not within 300m of an aggregate operation or deposit.

This application conforms to the North Huron Official Plan and its consent policies for a surplus dwelling severance.

Zoning By-Law Provisions

The subject land is currently zoned General Agriculture (AG1). The subject property will automatically be rezoned in accordance with the provisions of Section 3.38 of the North Huron Zoning By-Law with the proposed severed lands being rezoned to AG4-9 Agricultural Small Holding Zone and the proposed retained lands being rezoned to AG2 Restricted Agriculture Zone.

This application is consistent with the North Huron Zoning By-law.

Recommended Conditions

Expiry Period

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

Consent Application Report – File # B38-2016

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

Municipal Requirements

- √ All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, and any related requirements, financial or otherwise.
- √ The subject parcel be numbered and addressed for 911 purposes to the satisfaction of the Township.
- √ The sum of \$500 be paid to the Township as cash-in-lieu of parkland.

Survey

- √ Provide to the satisfaction of the County and the Township:
 - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
 - b) a reference plan based on the approved survey

Zoning

- √ Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Township.

Storm Water

- √ Section 65 of the Drainage Act to be addressed to the satisfaction of the Township.

Septic System Inspection

- √ Applicant is to provide a letter from a licensed contractor advising that the tank has been pumped and is functioning properly for the severed parcel of land to the satisfaction of the Township.

Note: The applicant is hereby advised that the severed parcel will be automatically rezoned to recognize the residential parcel (e.g. AG4-9) and the retained farmlands will be automatically rezoned to prohibit a new residence (e.g. AG2) in the North Huron Zoning By-law.

As this application to sever a surplus farm dwelling is consistent with the Provincial Policy Statement, conforms to the North Huron Official Plan, and is consistent with the North Huron Zoning By-law, it is recommended for approval with the above stated conditions.

‘Original Signed By’

Laura Young, Planner

2 November 2016

Date

Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990, c. D.17, subs. 78(1)

To: The Council of the Corporation of the Municipality of North Huron

Re: Sturdy Drain - F Branch
(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☒ Changing the course of the drainage works;
- ☒ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;
- ☐ Otherwise improving, extending to an outlet or altering the drainage works;
- ☐ Covering all or part of the drainage works; and/or
- ☐ Consolidating two or more drainage works.

Provide a more specific description of the proposed drain improvement you are requesting:

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

Concession 1 W Pt Lot 30 (38726 Blyth Rd)

Ward or Geographic Township

East Wawanosh Ward

Parcel Roll Number

40 50 580 001 00800 0000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

Select Ownership Type

Enter the mailing address and primary contact information of property owner below:

Last Name <i>CAWELBERTS</i> CAWELBERTS	First Name DIRK	Middle Initial F. J.
--	--------------------	-------------------------

Mailing Address

Unit Number	Street/Road Number 83671	Street/Road Name SCOTT LING	PO Box
City/Town BLYTH	Province ONT	Postal Code N0M1H0	
Telephone Number 519 523 4392	Cell Phone Number (Optional) 519 531 0230	Email Address (Optional) mawwelaerts.d@live.ca	

To be completed by recipient municipality:

Notice filed this 26th day of October 20 16

Name of Clerk (Last Name, First Name) Adams, Kathy	Signature of Clerk <i>[Signature]</i>
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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: 07/11/2016
SUBJECT: Petition Policy
ATTACHMENTS: Draft Petition Policy.docx

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the Manager of Employee and Business Services/Deputy Clerk's report regarding a draft Petition Policy for information purposes;

AND FURTHER THAT Council approves the draft Petition Policy as presented and directs the Clerk to prepare a by-law to adopt the Petition Policy at the November 21, 2016 Council meeting.

EXECUTIVE SUMMARY

The Township of North Huron does not currently have a formal process defined for residents to submit petitions. Recognizing that petitions play an integral role in the communication between residents and elected officials, the establishment of a Petition Policy would provide the required framework.

DISCUSSION

Petitions are a way to express public opinion to Council. They are written requests that are organized and signed by electors within the Township which can be used to request that Council take action on a particular issue.

Recent petitions received from the public have been created by individuals using their own templates and as such have lacked the necessary disclosure statements required by the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. This is a concern due to the fact that the names, addresses and other personal information contained on a petition may become part of a future Council meeting agenda, in essence disclosing that information to the public without the explicit consent to do so from those who signed the petition.

It is important that all parties involved are aware that a petition is considered a public document once received and becomes a record in the custody of the Township of North Huron. Additionally, petitions may be subject to the scrutiny of Council and the general public. Petitions must include a disclosure statement on each page of the petition so that those who sign the document agree to, and are aware of, its public availability.

The creation of a petition policy will define, for residents to follow, the procedures required when organizing a petition. In addition, the petition policy will protect the Township of North Huron from potential MFIPPA violations.

All petitions that meet the required standards set out in the Petition Policy would be presented to Council as a Correspondence item listed on a Council agenda. Communicating this policy to the

public will be essential in order to avoid the unfortunate outcome of a petition being denied inclusion on a Council agenda due to improper formatting (e.g. a missing disclosure statement).

Petitions containing original signatures should be sent to the attention of the Clerk by mail or delivered in person to the Municipal Office.

FINANCIAL IMPACT

No associated financial impact.

FUTURE CONSIDERATIONS

Establishing a formal petition procedure and defining associated requirements will demonstrate to the public that the Township of North Huron is committed to citizen engagement and recognizes petitions as a tool to provide input into Council's decision making process.

The public will have available to them a straightforward process to follow which will assist those wishing to organize a petition and the Township will be ensuring that MFIPPA requirements are met.

RELATIONSHIP TO STRATEGIC PLAN

Goal #2 – Our residents are engaged and well informed



Richard Al, Manager of Employee and
Business Services/Deputy Clerk

Kathy Adams, Clerk



Sharon Chambers, CAO

Section: Clerks	Policy Number:
Sub-section:	Effective Date: November 21, 2016
Subject: Petition Policy	Revision Date:

Petition Policy

Policy Statement:

The Township of North Huron is committed to citizen engagement and supports petitions as one tool for citizens to have input into Council's decision making process. A petition can be most effective when the information contained in it is accurate and verifiable, and when the petition is recognized and accepted by decision makers.

Definitions:

For the purpose of this policy, a petition is a formal written request made to the Council of the Township of North Huron.

Purpose:

This policy outlines the Township of North Huron's procedure for receipt and recognition of public petitions.

Scope:

This policy applies to all petitions submitted to the Township of North Huron, with the exception of those governed by another Act (such as drainage and local improvement petitions).

Policy requirements:

Petition Requirements

- The petition must be addressed to the Council of the Township of North Huron and request a particular action within the authority of Council.
- Petitions must be legible, typewritten or printed in ink (no pencil).
- The text of the petition must be listed at the top of each page for multiple-page petitions. Pages should be numbered and total number of pages indicated.
- The petition must be appropriate and respectful in tone, and must not contain any improper or offensive language or information.
- Each petitioner must print and sign his or her own name. A paper petition must contain original signatures only, written directly on the petition.
- Each petitioner must provide his or her full address.
- For electronic petitions, petitioners must provide name, address and a valid e-mail address.

- The petition must clearly disclose on each page that it will be considered a public document at the Township of North Huron and that information contained in it may be subject to the scrutiny of the Township and other members of the general public.

Submission of petitions

- Petitions containing original signatures should be sent to the attention of the Clerk by mail or delivered in person to the Township of North Huron Municipal Office.
- Electronic Petitions may be submitted to the attention of the Clerk at petitions@northhuron.ca.
- All petitions that meet the above standards will be included as correspondence on the Council agenda for the next regular meeting, or the meeting at which the subject of the petition is to be discussed.
- Council has the discretion to accept the petition, and Council's decision is final.

Responsibilities:

The Clerk is responsible for receiving all petitions and submitting them to the attention of Council.

Monitoring/contraventions:

The Clerk will evaluate all petitions to ensure that the requirements of the policy are met.

Petitions deemed to be in non-compliance will not be formally accepted by Council.

However, the title or subject of the petition will be listed on the Council agenda under the chart of correspondence available from the Clerks office.

Retention and disclosure:

All petitions submitted to the Township will be retained by the Clerk's office. Petitions meeting the requirements of this policy and therefore received by Council will be kept on file at the Township of North Huron Municipal Office and will be available for public viewing upon request.

Petition template:

The required petition template can be found on Page 3 of this policy.



Township of North Huron
274 Josephine Street
Wingham, Ontario
N0G 2W0
www.northhuron.ca

PETITION

PAGE ____ of ____

To: The Council of the Township of North Huron

Whereas: (provide a brief description of issue/problem/request in question)

I/We the undersigned, petition the Council of the Township of North Huron as follows:

Name (print)	Address	Signature

All information submitted is collected in accordance with the Municipal Act, 2001, s.8 and 239(1) and may be used in Council deliberations, and disclosed in full, including email, names and addresses to persons requesting access to records. All information submitted to the municipality is subject to the Municipal Freedom of Information Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's Office 519-357-3550, 274 Josephine Street, Wingham, Ontario, N0G 2W0.



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 07/11/2016
SUBJECT: Court Security and Prisoner Transportation
ATTACHMENTS: Ontario Transfer Payment Agreement

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby acknowledges the funding agreement with the Ministry of Community Safety and Correctional Services for the Court Security and Prisoner Transportation Program;

AND FURTHER THAT the Clerk be directed to prepare a by-law to execute the agreement to be presented at the November 21, 2016 Council meeting.

EXECUTIVE SUMMARY

The Township currently has an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services. The Province established the Court Security and Prisoner Transportation (CSPT) Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdiction. The current agreement expires on December 31, 2016.

DISCUSSION

This agreement is for a two year period effective January 1, 2017 to December 31, 2018. Funding is allocated based on each municipality's relative share of the total 2015 Court Security and Prisoner Transportation costs across the province. There are a number of reporting requirements set out in the agreement and the Police Chief calculates the annual court security costs.

FINANCIAL IMPACT

The Funding Allocation is as follows:

2017	\$1,186.82
2018	\$1,384.63
Total	\$2,571.45

FUTURE CONSIDERATIONS

The program will be monitored throughout the course of the agreement.

RELATIONSHIP TO STRATEGIC PLAN

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

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2017

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

Township of North Huron

(the "Recipient")

BACKGROUND:

- A. As part of the 2008 Provincial-Municipal Fiscal and Service Delivery Review (PMFSDR), the Ontario government committed to upload court security and prisoner transportation costs from municipalities, beginning in 2012 and phased in by an equal amount over seven years, to a maximum of \$125 million annually at maturity by 2018;
- B. The Province established the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2015 CSPT costs, as confirmed in the 2015 Annual Financial Report, which the Recipient submitted as part of the reporting requirements for the 2015-2016 agreement for the Program;

E. Funding is allocated based on the Recipient's relative share of the total 2015 provincial CSPT costs.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

- 3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- 4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Community Safety and Correctional Services**

Date

Name: Oscar Mosquera
Title: Manager, Program Development Section
External Relations Branch

Township of North Huron

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section A9.1 and as specified in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Court Security and Prisoner Transportation Services" means the services and activities eligible for funding, as set out in Schedule "E".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A14.1.

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B".

“Funding Year” means Funding Year 1 or Funding Year 2 as the context requires.

“Funding Year 1” means the period commencing on the Effective Date and ending on December 31, 2017.

“Funding Year 2” means the period commencing on January 1, 2018 and ending on December 31, 2018.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means a total of **\$2,571.45** being **\$1,186.82** for Funding Year 1 and **\$1,384.63** for Funding Year 2.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A13.1.

- A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
 - (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- A4.7 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the

extent applicable.

A5.2 Disposal. The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 FURTHER CONDITIONS

A9.1 Additional Provisions. The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

A10.0 INDEMNITY

A10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

- A10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations
- A11.0 INSURANCE**
- A11.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A11.2 Proof of Insurance. The Recipient will:**
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

A13.0 TERMINATION WHERE NO APPROPRIATION

A13.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

A13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A14.3 Opportunity to Remedy. If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A14.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A15.0 FUNDS AT THE END OF A FUNDING YEAR

A15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A16.0 FUNDS UPON EXPIRY

A16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A17.0 REPAYMENT

A17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A18.0 NOTICE

A18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A18.3 Postal Disruption. Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A20.0 SEVERABILITY OF PROVISIONS

A20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A21.0 WAIVER

A21.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A22.0 INDEPENDENT PARTIES

A22.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A24.0 GOVERNING LAW

A24.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A25.0 FURTHER ASSURANCES

A25.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A26.0 JOINT AND SEVERAL LIABILITY

A26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A27.0 RIGHTS AND REMEDIES CUMULATIVE

A27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A29.0 SURVIVAL

A29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$2,571.45 being \$1,186.82 for Funding Year 1 and \$1,384.63 for Funding Year 2.
Expiry Date	December 31, 2018
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of Community Safety and Correctional Services, Public Safety Division, External Relations Branch, Program Development Section</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3</p> <p>Attention: Fionne Yip, Community Safety Analyst</p> <p>Email: Fionne.Yip@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient / for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Township of North Huron</p> <p>Address: P.O. Box 90, 274 Josephine Street Wingham ON N0G 2W0</p> <p>Attention: Ms. Donna White Director of Finance</p> <p>Email: DWhite@northhuron.ca</p>

Additional Provisions:

None

SCHEDULE "C"
PROJECT DESCRIPTION

As part of the 2008 PMFSDR, the Ontario government committed to upload court security and prisoner transportation costs from municipalities, beginning in 2012 and phased in by an equal amount over seven years, to a maximum of \$125 million annually at maturity by 2018.

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

SCHEDULE "D"
PAYMENT PLAN AND REPORTING SCHEDULES

The Funds in the amount of **\$2,571.45** will be provided to the Recipient according to the following schedule:

Funding Year 1 – January 1, 2017 to December 31, 2017:

- A. First instalment: **\$ 296.71** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with Article 11.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$ 890.11** will be paid to the Recipient, following the Province's receipt and approval of the 2016 Annual Financial Report (due April 14, 2017). *Subsequent payments will not be released until the Province has received and approved the 2016 Annual Financial Report.*

Funding Year 2 – January 1, 2018 to December 31, 2018:

- A. First instalment: **\$ 346.16** will be paid to the Recipient by the end of March 2018.
- B. Second Instalment: **\$1,038.47** will be paid to the Recipient, following the Province's receipt and approval of the 2017 Annual Financial Report (due April 16, 2018).
- C. The Recipient must submit the 2018 Annual Financial Report to the Province by April 15, 2019.

SCHEDULE "E"
COURT SECURITY AND PRISONER TRANSPORTATION
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING

A. COURT SECURITY includes:

1. Facility Perimeter Security

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

6. Prisoner Feeding

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

Court Administration

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F"
TEMPLATE FOR ANNUAL FINANCIAL REPORT

SCHEDULE F - ANNUAL FINANCIAL REPORT - 201_ (YEAR _)

REPORTING MUNICIPALITY: (please select from drop down list)			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			
ANNUAL EXPENDITURE SUMMARY:			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE E (ATTACHED).			
<i>For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.</i>			
201_ (Year _) Allocation:			
COURT SECURITY COSTS			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
e) Total net annual court security costs (a + b - c - d):			\$0.00
PRISONER TRANSPORTATION COSTS			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
j) Total net annual prisoner transportation costs (f + g - h - i):			\$0.00
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):			\$0.00
Variance (Allocation - Total Net Annual Costs):			\$0.00
SIGNATURE OF AUTHORIZED OFFICIAL:			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
Signature:	Date:		

Ministry of Community Safety and Correctional Services



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 07/11/2016
SUBJECT: Source Water Protection Funding Flexibility Amendment
ATTACHMENTS: Amendment No.2 SPMIF

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby acknowledges Amendment No. 2 to the Source Protection Implementation Funding requesting a three month spending extension;

AND FURTHER THAT Council approves an exception to Section 19.1 of the Procedural By-law to allow the By-law to be passed at the November 7th Council meeting;

AND FURTHER THAT the authority to execute the agreement be delegated to the Director of Finance, Donna White.

EXECUTIVE SUMMARY

The Township of North Huron entered into a grant funding agreement under the Source Water Protection Municipal Implementation Fund dated December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect the drinking water. (By-Law #70-2013). Amendment No. 1 to this Agreement was executed by By-Law #71-2015 to amend to extend the agreement to December 5, 2016.

DISCUSSION

As outlined in the current agreement, the spending deadline is December 5, 2016. The Province is providing a further three month spending extension to March 5, 2017 to fully spend the funds, with a final report due on March 5, 2017 and the agreement ending March 31, 2017. In order to take advantage of this extension, an amending by-law has to be passed and the agreement signed and returned by November 15, 2016 which will require all three readings at this meeting.

FINANCIAL IMPACT

The grant funding provided under this program is \$102,500.00

FUTURE CONSIDERATIONS

N/A

RELATIONSHIP TO STRATEGIC PLAN

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

Donna White, Treasurer

Sharon Chambers, CAO

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**AMENDMENT NO. 2
to a Grant Funding Agreement under the
2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_026)**

THIS AMENDMENT NO. 2 made in duplicate, as of the 24th day of October 2016,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the “Province”)

- and -

The Corporation of the Township of North Huron

(the “Municipality”)

WHEREAS the parties entered into a grant funding agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the “**Agreement**”);

AND WHEREAS the parties entered into Amendment No. 1 as of September 14, 2015 to extend the term of the Agreement, add an additional report and include new timelines;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 2, capitalized words and phrases have their prescribed meaning as set out in the Agreement.

2. The Agreement is amended as follows:

2.1 The following definitions are added to Section 1.1, Definitions, in alphabetical order:

“Lower Tier Municipalities” as defined by the *Municipal Act, 2001* means a municipality that forms part of an upper-tier municipality for municipal purposes. Within regions, they are responsible for providing certain local services that are not provided by the regional municipality. Within counties, they are responsible for providing a wider range of local services since counties as upper-tier municipalities provide less local services than regions.

“Ministry” means the Ontario Ministry of the Environment and Climate Change presided over by the Province. When “Ministry” is referred to in this Agreement, the reference is to the “Ministry” as the regulator.

“RMI” means a risk management inspector appointed under Part IV of the *Clean Water Act, 2006*.

“RMO” means a risk management official appointed under Part IV of the *Clean Water Act, 2006*.

“SPMIF” means the Province’s Source Protection Municipal Implementation Fund.

“Upper Tier Municipality” as defined by the *Municipal Act, 2001* means a municipality of which two or more lower-tier municipalities form part for municipal purposes

2.2 Section A.2.2 (Project Objectives) is deleted and replaced with the following:
The objectives of the Project are for the Municipality to use the Funds to implement, or prepare to implement, one or more of the significant drinking water threat policies set out below in an approved source protection plan, or proposed source protection plan, that has been submitted to the Ministry for approval, provided that:

- i. The implementation of the policy is the responsibility of the Municipality; or
- ii. The implementation of the policy provides source protection implementation benefits to the Municipality, the Municipality’s stakeholders, the Municipality’s watershed, and/or the Municipality’s Lower Tier Municipalities.

Significant drinking water threat policies are limited to:

- (a) Policies for the purpose of Part IV of the *Clean Water Act, 2006* to address significant drinking water threats ;

- (b) Policies that govern *Planning Act* decisions to address significant drinking water threats;
- (c) Policies that establish education and outreach programs to address significant drinking water threats; or
- (d) Policies that specify other types of actions the Municipality is required to take to address significant drinking water threats.

2.3 Schedule "B" (Eligible Costs and Activities) is deleted in its entirety and replaced with the following:

SCHEDULE "B"

ELIGIBLE COSTS AND ACTIVITIES

B.1 Eligible Activities

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality's behalf, between December 13, 2013 and March 5, 2017 that are directly related to the following:

Risk management

- a) Establishing and enforcing risk management plans under Part IV of the *Clean Water Act, 2006*;
- b) Communication with landowners affected by policies pertaining to Part IV of the *Clean Water Act, 2006*;
- c) Refining the number of threats within the Municipality pertaining to Part IV of the *Clean Water Act, 2006*;

Land use policies

- d) Implementing the Municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats;

Education and outreach

- e) Implementing education and outreach policies to address significant drinking water threats, including:
 - a. Installation of municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply;

Other activities

- f) Working with the local source protection authority and local source protection committee to understand the Municipality's requirements under the source protection plan;
- g) Developing and/or modifying the Municipality's business processes in order to implement significant drinking water threat policies;
- h) Establishing processes for information sharing among municipalities and source protection authorities;
- i) Developing a reporting framework for the Municipality that aligns with the collection of data under Section 65 of Ontario Regulation 287/07, made under the *Clean Water Act, 2006*;
- j) Other activities the Municipality undertakes to fulfill its requirements to implement significant drinking water threat policies, including:
 - a. Establishing a mandatory septic re-inspection program for vulnerable areas delineated in approved assessment reports; and,
 - b. Installation of road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply.
- k) Activities identified in subsections B.1 (a) through (j) for another municipality with a current agreement under the SPMIF, provided that such activities:
 - a. Will provide source protection implementation benefits to the Municipality, the Municipality's community (Upper Tier Municipality and/or Lower Tier Municipalities), and/or the Municipality's watershed; and
 - b. Are not ineligible under the other municipality's own SPMIF agreement.

B.2 Ineligible Activities

The following activities are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Refining the number of threats within the Municipality not pertaining to Part IV of the *Clean Water Act, 2006*;
- b) Threat refinement work already funded by the Province through source protection authorities;
- c) Activities that are already funded through another program, funding body, partners, or other means;

- d) Activities that are funded by the SPMIF through an agreement between the Province and another municipality;
- e) Fulfilment of the Municipality's responsibilities as a property owner undertaking activities identified as significant drinking water threats;
- f) Fulfilment of the Municipality's responsibilities under other legislation (e.g., Building Code), except as noted in Section B.1(j)(a), including;
 - a. Establishment of a septic re-inspection program for areas delineated through other legislation (i.e. *Lake Simcoe Protection Act, 2008*);
 - b. Establishment of a discretionary septic re-inspection program for areas where an activity is not considered a significant drinking water threat under the source protection framework; and,
- g) Activities not related to fulfilling the Municipality's requirements to implement significant drinking water threat policies specified in an approved source protection plan, or proposed source protection plan that has been submitted to the Ministry for approval.

B.3 Eligible Costs

The eligible costs listed below must be directly related to the source protection implementation activities outlined in Section B.1:

- a) Municipal staff salaries and benefits for time spent working on the Project (such as hiring or re-assigning Municipal staff to serve as RMOs and RMIs as specified under the *Clean Water Act, 2006*; or administrative support required to establish and/or maintain the Risk Management Office);
- b) Fees incurred for contracted professional services from professionals, technical personnel, consultants, and contractors for work on the Project (such as hiring a consultant to support the RMO in determining appropriate measures the Municipality should include in a risk management plan);
- c) Printing and distribution costs related to education and outreach programs and activities necessary to implement a source protection plan;
- d) Purchase and/or production costs of municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply;
- e) Transportation (including mileage), meals and accommodation for an appointed RMO/RMI to attend Ministry legislated RMO/RMI training; and, mileage for an appointed RMO/RMI to undertake negotiating risk management plans;
 - a. The amount from the Funds used for transportation, meals and

accommodation must be calculated according to the rates in the Ontario Government's Travel, Meal and Hospitality Expenses Directive (<https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>) that is current as of the date that the expense is incurred;

- b. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model is obtained from the Province prior to rental;
- c. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels.
- d. Meals refer to the provision of food or beverages, subject to the limitations below:
 - i. The Municipality may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure. The Funds may not be used for:
 - 1. non-meal food and beverages;
 - 2. alcohol; or
 - 3. meals when the travel period is less than 5 hours, calculated from the time the appointed RMO/RMI leaves their normal place of business (or reasonable alternative origin) to the time the RMO/RMI or returns to the normal place of business (or reasonable alternative destination);
- f) Equipment purchased for an appointed RMO/RMI to undertake negotiating risk management plans;
 - a. Costs for equipment are limited to a maximum of 10% of the Municipality's Maximum Funds;
 - b. Eligible equipment would include items listed in the Ministry of the Environment and Climate Change legislated RMO/RMI training (i.e. industrial personal property entry equipment and biosecurity protocol equipment)
- g) Training (registration fees for courses) for an appointed RMO/RMI, directly related to negotiating risk management plans (such as training on the *Nutrient Management Act*);
 - a. Costs for training are limited to a maximum of 10% of the Municipality's Maximum Funds; and,
- h) Any other expense approved by the Province, for which the Province has provided Notice to the Municipality.

For clarity, should the Municipality collaborate with one or more other municipalities to get a "bulk rate" for a similar expense, the bulk rate does not have to be allocated equally between all municipalities. However, the Municipality's share of the bulk rate cannot be any more than it would have paid for its own expense in the absence of a

bulk rate and the Municipality may be required by the Province to verify this cost.

B.4 Ineligible Costs

The following costs are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Travel, meals, accommodation and hospitality;
 - a. Penalties incurred for non-cancellation of guaranteed hotel reservations; and
 - b. Except as noted in Section B.3(e);
- b) Overhead (such as rent, utilities, human resources services, office supplies);
- c) Capital (such as vehicles, office furniture, computers, software licenses, etc.) and equipment;
 - a. Except for municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply as noted in Section B.3(d); and
 - b. Except for equipment as noted in Section B.3(f);
- d) Training (including staff and contracted professional services associated with training);
 - a. Except as noted in Section B.3(g);
- e) Land expropriation or purchase;
- f) Incentives or compensation for property owners; and
- g) Costs for establishing risk management plans if costs have been or will be recovered from property owners.

- END OF ELIGIBLE COSTS AND ACTIVITIES -

- 2.4 The chart in Schedule "D" (Reports) is deleted in its entirety and replaced with the following:

Name of Report	Due Date
Collaboration Statement (if applicable)	December 12, 2014
Progress Report 1	December 12, 2014
Progress Report 2	December 11, 2015
Progress Report 3	December 9, 2016
Final Report	March 5, 2017
Other Reports as specified from time to time	On a date or dates specified by the Province.

3. This Amendment No. 2 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 2 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario

as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the Township of North Huron

Name: Donna White
Title: Director of Finance

I have authority to bind the Municipality.



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: 07/11/2016
SUBJECT: Belgrave Community Centre Paving Capital Improvements
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the parking lot paving project proposed by the Belgrave Community Centre Board, at the Belgrave Community Centre, to include four new parking spaces, which will include three accessible parking spaces on the former 14 Queens Street address;

AND FURTHER THAT the paving and accessible parking line painting will comply with the paving standards and Ontario Accessibility Act standards provided by the North Huron Public Works department and the Recreation and Facilities department;

AND FURTHER THAT \$4,000 of the 14 Queen's Street demolition project budget will be paid to the Belgrave Community Centre Board as a contribution toward the repurposing project of this property.

EXECUTIVE SUMMARY

The Township of North Huron leases the Belgrave Community Centre to the Belgrave Community Centre Board. As per the lease agreement, any building capital improvements require prior written consent from the Township of North Huron.

DISCUSSION

In 2015 the Township of North Huron demolished their building located at 14 Queens Street in Belgrave. The property is adjacent to, and shares amenities with the Belgrave Community Centre. The Township lawyers are merging the two properties.

The Township intended to plant grass and provide some trees and shrubs in the space left on the empty lot. The Belgrave Community Centre Board requested an opportunity to take on a project to rejuvenate and potentially repurpose the space to complement the activities at the Belgrave Community Centre. The Township agreed to provide up to \$4,000 toward the project.

The Board has proposed paving a 30'x58' lot adjacent to the parking located to the east of the building. The new paved area would be adjacent and south of the current parking spaces. The objective is to provide additional designated accessible parking spaces. The accessible spaces in the Belgrave Community Centre parking lot are located a distance from the front door and require an uphill sloped climb toward the front doors. The new proposed spaces are closer to the door and level to the front doors.

FINANCIAL IMPACT

As per the lease agreement, the Township of North Huron donates capital funding to the Board. The amount increases annually with COLA. In 2016 the donated amount for Capital improvements was \$11,081.63.

Based on the audited Belgrave Community Centre Board financial statements the board has a balance of \$144,606 at the end of 2015.

The estimate for paving from Art's Landscaping is \$7,320 however this quote will need to be adjusted to account for slightly higher lift of asphalt required and confirmation that all of the paving painting is included in the price. The changes are not anticipated to have a large impact on the quoted price.

FUTURE CONSIDERATIONS

The Belgrave Community Centre Board will need to satisfy the Township of North Huron prior to proceeding with the project with:

- An updated quote from the paving company to include the higher asphalt lift.
- A detailed painting plan for the lot, to be approved by staff, to ensure compliance with the Ontario Accessibility Act.

RELATIONSHIP TO STRATEGIC PLAN

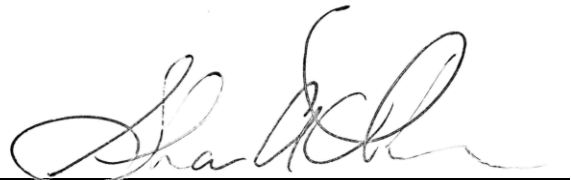
Our community is attractive and welcoming to new businesses and residents.

Our residents are engaged and well informed.

Our administration is fiscally responsible and strives for operational excellence.



Pat Newson, Director of Recreation and Facilities



Sharon Chambers, CAO

LONDON ROAD

ENTRANCE

BARRIER ?

GRASS

EXISTING PAVED

ADDING

NEW

PARKING SPACE

AREA 2 SPOTS

PAVEMENT

PARKING SPACE

FOR PARKING

AREA

PARKING SPACE

WITH ACCESSIBLE

PARKING SPACES

PARKING SPACE

TREVOR HOFF
PROPERTY

ARENA

PAVEMENT

GRASS AREA

PARKING LOT



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis, Director of Public Works
Sharon Chambers, Chief Administrative Officer
DATE: 07/11/2016
SUBJECT: Howson Dam Environmental Assessment Update
ATTACHMENTS: ATTACHMENT 1 – GSS Engineering Recommendation Email
ATTACHMENT 2 – MNRF Letter re: LRIA Requirements
ATTACHMENT 3 – BM Ross Letter
ATTACHMENT 4 – Email from NRSI re: Species at Risk (SAR) fish identified
ATTACHMENT 5 – Picture of SAR fish identified

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Howson Dam Environmental Assessment Update for information;

AND THAT the Council of the Township of North Huron hereby direct staff to prepare an RFP document to conduct a Dam Safety Assessment to determine the feasibility of an application under LRIA for approvals with the Ministry of Natural Resources and Forestry.

EXECUTIVE SUMMARY

Following the first Public Meeting for this project, the majority of comments received to date indicate support for repair or rehabilitation of the dam. For significant rehabilitation work, there are approval requirements through the Ministry of Natural Resources and Forestry (MNRF) through the Lakes and Rivers Improvements Act (LRIA). Through the early stages of investigation of the project area and background information, the following is noted:

1. Council authorized \$15,000 to be released from the reserve to investigate the feasibility of repairing the dam in 2014.
2. BM Ross was engaged to assist with the investigation. LRIA approvals and stability were not scoped as part of the work.
3. BM Ross completed design drawings in 2014/2015.
4. MNRF provided comment on January 21, 2016 on permit requirements under LRIA (Attachment 2);
5. BM Ross provided a letter to the Township on January 21, 2016 confirming that their proposed work exceeds the threshold for requiring a permit, according to the Ministry permitting requirements (Attachment 3);
6. The BM Ross January 21, 2016 letter indicates the heavy bridge structure is significantly contributing to the stability of the dam (Attachment 3);
7. Public comments received to date largely support the repair of the dam only, and do not wish to consider rehabilitation of the bridge;
8. Council has received correspondence requesting that the Environmental Assessment (EA) be put on hold, and that an application be made to the Ministry for the repair work designed by BM Ross.

In addition to the items noted above, field investigation of the natural environment within the project area was conducted under a scientific collectors permit. This work has identified a black redhorse sucker fish, which is a Species at Risk identified as “Threatened” under provincial legislation for the Endangered Species Act (Attachments 4 and 5).

Accordingly, GSS Engineering has been consulting with the MOECC and MNRF to define some of the parameters around permitting requirements to support a LRIA application, as well as requirements for the Species at Risk. Additionally, we have been in discussion with the MOECC to consider the feasibility of putting the EA on hold.

DISCUSSION

Based on the comments received to date and considering that it appears the primary alternatives for consideration are rehabilitation or decommissioning, our consultant is recommending at this time to further investigate the LRIA application through a preliminary assessment to appropriately determine the feasibility of permitting and potential costs of improvements required through rehabilitation, if warranted. This investigation work would be considered a preliminary Dam Safety Assessment, and is expected to be required to complete the EA process if rehabilitation is the preferred alternative. As such, it would be appropriate at this time to consider undertaking this work to appropriately inform the EA process.

Additionally, for the Species at Risk identified, investigation of the permitting requirements to allow for any work to take place is also being further investigated to appropriately inform the EA.

FINANCIAL IMPACT

The original intent of the RFP was to provide for a balance of investigation of alternatives with the budget available for the project. Some preliminary estimates of the work required to support a LRIA application were in the range of \$60,000 to \$80,000, which is in addition to the price expected for the EA itself. There may have been some cost efficiencies built into completing both at the same time; however, this would still be largely in excess of the budget available. As such, the RFP was scoped to allow for preliminary approval scoping/costs and preliminary capital costs of the alternatives. It’s unclear at this time what a preliminary Dam Safety Assessment would cost relative to the \$60,000-\$80,000 estimated cost to make the LRIA application; however, it would likely fall in line with that estimate.

Costs on the project to date are estimated at \$30,000. GSS has confirmed they could put the EA on hold, including their costs, for a separate firm with experience in LRIA permitting to undertake the Safety Assessment work required to support a LRIA application.

FUTURE CONSIDERATIONS

The Safety Assessment may take up to 3 to 6 months depending on intricacies of the analysis process. The EA could be re-instated after the results of LRIA and Species at Risk assessments, with the results of the investigation being integrated back into the EA document.

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

Jeff Molenhuis

From: Jeff Graham <jeffgraham@gssengineering.ca>
Sent: November 4, 2016 10:42 AM
To: Jeff Molenhuis
Subject: FW: Interim Update on Howson Dam Class EA

Dear Mr. Molenhuis

We provide the summary report on the Howson Dam Class EA in advance of the November 7, 2016 Council Meeting. If you are in agreement, I would recommend you attach this report (and attachments) to your staff report for this meeting.

I summarize key issues to date

First Public Information Center (PIC 1)

The first PIC was held in Council chambers on the evening of September 29, 2016. The meeting was well attended. Our sign in sheets indicate approximately 115 members of the public attended the meeting.

The following information was presented with display boards and through the presentation by myself.

- Photos of the existing dam and bridge
- A description of the Class EA process
- Aerial photos of the dam site
- A copy of the Problem and Opportunity Statement
- A display board providing background technical information on the dam
- A display board on the 2013 Asset Management Plan and the Dam reserve fund
- A display board showing property ownership (public or private) around the dam and headpond area.

A presentation was provided by the undersigned that summarized the above information and reiterated the five preliminary alternatives proposed for evaluation.

The five options alternatives are :

Alternative 1 – Rebuild dam and bridge structure and restore dam headpond to former level.

Alternative 2 – Rehabilitate the existing dam and bridge. Maintain water levels in headpond at current (lower) level.

Alternative 3 – Rehabilitate the existing dam and bridge. Restore water levels in headpond to original (higher) level.

Alternative 4 – Decommission (remove) the dam.

Alternative 5 – Do nothing. Leave dam as is.

Overall, the first PIC was meant to be an introductory meeting to outline current conditions and summarize past investigations and reports.

Approximately 127 comments were received by way of comment sheets, emails and letters (including 22 names on a petition form). To summarize, 121 of the responding individuals expressed a preference to repair the existing dam and, in most cases, also restore water levels to historic levels. Approximately 5 persons did not express a firm preference and only one person indicated support to remove the dam.

Most respondents indicated the bridge over the dam was not of value (though some persons wished it to be retained for a walking bridge only). Repairing and retaining the headpond was top priority. There was minimal support – it would appear – to build a new dam to restore the headpond level if this was determined to be necessary, given the assumed, underlying understanding by the respondents that the existing dam can be repaired at a relatively low cost.

There also appears to be minimal support to “do nothing”. We assume from the comments received that the dam has remained in a deteriorated state for long enough.

Therefore – the alternatives that would likely be recommended for further evaluation at this time are:

- Repair the dam and restore historic water levels but retain the bridge – if possible – for a pedestrian bridge only.
- Repair the dam and restore historic water levels but remove the bridge due to advanced deterioration of the bridge
- If repair of the dam is not cost effective, or feasible, or will not be approved by MNRF, then remove the dam and return the upstream area to a natural river condition with adjacent parklands

Numerous persons at the first PIC questioned why there would be any effort to repair/retain the bridge. But the heavy weight of the bridge on top of the dam may be important to the structural stability of the dam. This issue is further discussed below.

MNRF and LRIA Work Permit Correspondence and Discussions

Before the EA started, significant correspondence had been received from various sources but I attach two key pieces of correspondence from MNRF (January 21, 2016) and BM Ross (January 21, 2016) that would indicate the following:

- The MNRF would indicate that the repair work proposed for the dam (as detailed by BM Ross in March 2015) would not be considered minor works and would therefore require an application for approval under the Lakes and Rivers Improvement Act (LRIA) to obtain a Work Permit before such repairs could be completed.
- The January 2016 correspondence from BM Ross indicates that “removal of the bridge from the Howson Dam will remove gravity loads that will be significantly contributing to the stability of the dam. Whether or not the LRIA criteria cover this situation or not, it is our opinion that a stability analysis must prove that the factors of safety are adequate if the mass of the bridge is removed”

The above MNRF and BM Ross letters are attached.

The LRIA Work Permit application process is quite involved. Key steps are summarized as follows:

Hazard Potential Classification (HPC) analysis. The HPC analysis is first completed to rate the hazard level of the dam failing. The four rating levels of hazard are low, moderate, high or very high. The hazard rating evaluates the impact of a dam failure on potential loss of life, downstream property damage, including

estimated value of such damages, impacts on the environment and impacts on cultural and built heritage sites.

Once the HPC is completed, the Inflow Design Flood (IDF) is determined. The Inflow Design Flood is lower for low hazard dams and increases for moderate, high and very high classifications. For low hazard dams, the design flood is the 25 to 100 year return flood, for moderate the 100 year to regional flood, and for high and very high risk dams, for the 100 year to 1000 year return flood and up the Probable Maximum Flood.

Once the IDF is determined, a Dam Safety Analysis is completed, using the selected Inflow Design Flood. The Dam Safety Analysis includes a structural stability analysis. The analysis also requires an analysis that the dam can safely pass the design flood.

The MNR would require the above analysis to be completed and submitted as part of the application submission. They would review the application and only issue the LRIA Work Permit to repair the dam if they accept and agree with the above analysis.

We have subsequently discussed the LRIA process with MNRF staff and have received correspondence from them clarifying various aspects of the LRIA application process as it applies to dams in general.

Environmental Inventory and SAR species.

Our subconsultant (NRSI) obtained a scientific collectors permit from Guelph MNRF to complete electroshocking of the Howson dam pond, and the river area immediately below the dam. NRSI completed this work on September 21 and 22, 2016 as part of their environmental inventory of the dam area.

I attach their email of September 26, 2016 where they report the collection of black redhorse sucker, which has been identified as a Species at Risk (SAR). The identification of this fish species has been subsequently confirmed by DFO and the Royal Ontario Museum.

The black redhorse is considered “Endangered” by both the Federal and Provincial governments.

This species of fish was recovered above and below the dam. As noted in the email from NRSI, dead and dying individual black redhorse suckers were observed below the dam during their work period. This “fish kill” was reported to MNRF Guelph by NRSI in accordance with terms of the scientific collectors permit. Our understanding is that the fish kill has been referred to MOECC by MNRF.

MOECC Discussion

As you are aware, we had a teleconference with staff of the Environmental Assessment staff of the London MOECC office on Tuesday, November 1, 2016. Two main issues discussed were 1) the impact of the SAR species on the Class EA process and 2) what flexibility there is in the Class EA process to suspend the EA (if we decide to do so) and then reactivate the Class EA at a later date.

This discussion indicated the Class EA can be suspended by the proponent if they wish to do so. However, MOECC did not have any clear comment on how the presence of the black redhorse would affect the Class EA or a LRIA application. I recommend we contact MNRF further on the black redhorse issue.

Next Steps

As you are aware, I have suggested that North Huron consider suspending the Class EA process at this time and complete the first steps of the LRIA application process for the existing dam.

The benefits of completing the first steps of the LRIA process are:

- At this point, we do not know if MNRF would issue a Work Permit to complete repairs to the existing dam. We also do not know if the dam is structurally stable with the bridge remaining, or with the bridge removed. We also do not know if the dam structure has sufficient flood flow capacity.
- The LRIA application analysis, and specifically the stability analysis, would better determine the true cost of repairing the dam. Possibly, the true costs to repair the dam, to MNRF permit requirements, could be considerably higher than previously estimated by BM Ross (approximately \$458,000 as per their letter to Pat Newson dated March 13, 2015).
- Until the above analysis is complete, it is very difficult to accurately compare the long term cost to repair and maintain the dam, versus removal of the dam.

Given the strong support received to date to repair and maintain the dam, we would recommend completing the LRIA application analysis at this time. Our costs to continue the Class EA would temporarily end, and the Class EA would be completed in an expedited manner once the LRIA analysis was completed.

Depending on the results of the LRIA analysis, the decision could then be made by Council whether to take the next step and submit the LRIA application (with supporting analysis) to MNRF.

It would also be our recommendation that North Huron retain an independent and qualified engineering firm to complete the LRIA analysis and application. Such an engineering firm should likely be selected by North Huron issuing an RFP process to receive engineering proposals for this work.

If there are any questions, please contact the undersigned.



Jeff Graham P. Eng., | President

GSS Engineering Consultants Ltd.

Unit 104D, 1010 9th Ave W, Owen Sound, ON N4K 5R7

Tel: 519-372-4828 Ext. 24 | jeffgraham@gssengineering.ca

<http://www.gssengineering.ca/>

January 21, 2016

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

Re: Howson Dam – LRIA requirements

Dear Sharon,

Further to our meeting on October 16, 2015 to discuss the Howson dam, I committed to confirm the approval requirements under the *Lakes and Rivers Improvement Act* (LRIA) for any repairs that may be proposed for the dam and whether a stability analysis would be a requirement of that approval process.

Regulation 454/96 under the LRIA states that approval is required to make alterations, improvements or repairs to the dam, if the alterations, improvements or repairs may affect the dam's safety or *structural integrity*, the waters or natural resources.

The Ministry has created a procedure to assist in the administration of applications and approvals under the LRIA (see attached) which identifies minor works that are not subject to LRIA approval which includes:

“Minor concrete repair/spalling-isolated repair to area(s) less than 15m², have a penetration depth not exceeding 75mm, and/or involve exposure or replacement of reinforcing steel and have a total area(s) not to be comprised of more than 15% of the total concrete surface area of the dam”.

Concrete repairs exceeding these amounts require approval, since they may affect the dam's structural integrity.

Approval may be granted if an improvement to a dam meets or exceeds Ministry standards. The Ministry's current structural criteria for concrete dams are described in the “Technical Bulletin for Structural Design and Factors of Safety, MNRF, 2011. Addressing the structural requirements requires consideration of the Inflow Design Flood (IDF), which in turn requires consideration of the Hazard Potential Classification (HPC). These requirements are described in the Technical Bulletin for Classification and Inflow Design Flood Criteria, MNRF, 2011.

If the proposed repairs exceed the definition of minor works outlined in the procedure and approval is required under the LRIA, a stability analysis would be required to meet the requirements within the above listed technical bulletins.

If you have any further questions or concerns, please do not hesitate to contact me.

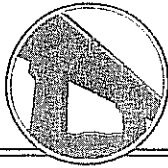
Sincerely,

A handwritten signature in black ink, appearing to read 'Rose Whalen', with a long horizontal flourish extending to the right.

Rose Whalen
Lands and Waters Technical Specialist
T: 519-826-4910 E: rose.whalen@ontario.ca

c. Stephen Jackson, Maitland Valley Conservation Authority

Encl.



BMROSS
engineering better communities

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
www.bmross.net

File No. BR476B

RECEIVED

January 21, 2016

JAN 26 2016

TOWNSHIP OF NORTH HURON

Sharon Chambers
Chief Administrative Officer
Township of North Huron
274 Josephine St., Box 90
Wingham, ON N0G 2W0

Dear Sharon

RE: Howson Dam – Stability Analysis

We have received a copy of the January 21, 2016 letter to you, from the Ontario Ministry of Natural Resources and Forestry. Their letter provides background information about the Lakes and Rivers Improvement Act, (LRIA) and references a technical bulletin. Their letter concludes, *"If the proposed repairs exceed the definition of minor works outlined in the procedure and approval is required under the LRIA, a stability analysis would be required..."*

The drawing of proposed repairs, prepared by our office and dated March 30, 2015, certainly does not meet the definition of *minor works* and almost no sub-portion of the works would meet that criteria. So the proposed work or any sub-part would, in the opinion of the MNR, require a stability analysis in order to obtain their approval. Their letter also suggests that they would require reports on the Intake Design Flood and the Hazard Potential Classification for the dam before issuing such approval.

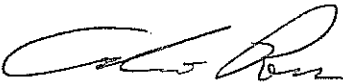
Of course, it must be assumed that the conclusions of the analyses would need to be favourable before they would approve the proposed work. The analyses could show the dam to have insufficient factors of safety, and it could be assumed that the Ministry would not approve the project unless it is shown to bring the factors of safety within Ministry criteria.

Another consideration is the bridge that spans the dam. We have seen examples, (County of Huron at Benmiller), where a bridge, integral with a dam, has been repaired and the MNR has not been concerned. However, the removal of the bridge from the Howson Dam will remove gravity loads that will be significantly contributing to the stability of this dam. Whether or not the LRIA criteria cover this situation or not, it is our opinion that a stability analysis must prove that the factors of safety are adequate if the mass of the bridge is removed.

Please contact us if you have any questions.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per _____
A. I. Ross, P. Eng.

AIR:dmd

Nicole Graf

From: Nicole Graf
Sent: Friday, November 4, 2016 10:14 AM
To: Nicole Graf
Subject: RE: Notification of Potential Fish SAR (proj1821)

From: Brett Woodman [<mailto:bwoodman@nrsi.on.ca>]
Sent: September 26, 2016 8:29 AM
To: JMolenhuis@northhuron.ca
Cc: Jeff Graham <jeffgraham@gssengineering.ca>; Steve Burgin <sburgin@nrsi.on.ca>; Andrew Schiedel <aschiedel@nrsi.on.ca>
Subject: Fwd: Notification of Potential Fish SAR (proj1821)

Jeff,

Please see email below from my co-worker notifying MNRF on the SAR fish record and mortalities. Please let me know if you have any questions.

Regards,
Brett



Brett Woodman M.E.S. Certified Arborist
Senior Terrestrial and Wetland Biologist
Natural Resource Solutions Inc.
1-225 Labrador Drive
Waterloo, ON N2K 4M8
(p) 519-725-2227 (f) 519-725-2575
(m) 519-580-0098
(w) www.nrsi.on.ca (e) bwoodman@nrsi.on.ca

----- Forwarded Message -----

Subject: Notification of Potential Fish SAR (proj1821)
Date: Sun, 25 Sep 2016 20:57:19 -0400
From: Steve Burgin <sburgin@nrsi.on.ca>
Organization: Natural Resource Solutions Inc.
To: Graham Buck (MNRF) <graham.buck@ontario.ca>
CC: Brett Woodman <bwoodman@nrsi.on.ca>, Dave Balint (DFO) <dave.balint@dfo-mpo.gc.ca>, jeffgraham@gssengineering.ca

Hi Graham,

As per Condition 16 of our Licence to Collect Fish for Scientific Purposes **Licence No. 1084551** I am writing to inform you that during recent fish sampling this past week, NRSI encountered what we believe to be a Species at Risk (Black Redhorse). One important note is that there also appears to be a potential fish kill in progress. The details of this are outlined in the following paragraphs.

Natural Resource Solutions Inc. (NRSI) completed a two-day fish community assessment on the Maitland River at the Howsen Dam in Wingham, ON. The assessment was completed on September 21 and 22, 2016 utilizing NRSI's electrofishing raft and a backpack electrofishing unit. Approximately 1.25km of the river was sampled upstream of Howsen Dam and approximately 125m was sampled downstream of the dam. All available habitats were sampled, which included the edges and open water areas of the dam's headpond as well as the various pool, run, and riffle habitats.

A variety of fish species were captured during this assessment, including one likely Species at Risk, Black Redhorse (*Moxostoma duesnei*), which was captured/observed within two discreet areas. Upstream of the dam 12 individuals (adult and juvenile) of this species were captured in the moderately vegetated north channel of the small island, 700m upstream from the dam. All captured individuals appeared in healthy condition and were released alive immediately after photographs had been taken. These were captured at the end of sampling of the upstream reach and sampling ceased following their release. A photo of one of the individuals captured has been attached. Photos have also been sent along to the ROM and to DFO for ID confirmation. Please let me know if you would like to see additional photographs.

Black Redhorse were also observed during the assessment in the pools downstream of the dam. Approximately 7 individuals were observed, five of which were dead (both fresh and decaying) with the others generally appearing in unhealthy condition (ie. swimming lethargically, torn fins, discolouration etc.). In addition to the redhorse, one dead Rock Bass was also observed, as well as numerous fresh, empty mussel shells. All other captured fish appeared healthy and in good condition.

If you have questions or would like to discuss this further please contact the office at 519-725-2227. I will be out of the office on Monday and Tuesday so please contact Brett Woodman (Project Manager) to discuss.

Thanks and have good week,
Steve

--



Steve Burgin F.W.T. B.Sc.

Aquatic Biologist

Natural Resource Solutions Inc.

1-225 Labrador Drive
Waterloo, ON N2K 4M8

(p) 519-725-2227 (f) 519-725-2575

(w) www.nrsi.on.ca (e) sburgin@nrsi.on.ca





TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 07/11/2016
SUBJECT: Results from Wingham Water Tower Standpipe Environmental Assessment RFP
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding results for the Wingham Water Tower Standpipe Environmental Assessment RFP;

AND FURTHER THAT Council award RFP 2016-002 to B.M. Ross & Associates Limited of Goderich, Ontario at a total estimated fee of \$53,165 (excluding HST) being the highest scoring proposal received.

EXECUTIVE SUMMARY

Request for Proposal RFP 2016-002 Consulting Services for the Wingham Water Tower Standpipe Environmental Assessment was issued to acquire the necessary consulting services to support this project. This project was identified in the Water department 2016 Capital Budget.

The RFP was circulated to four (4) local consultants with relevant experience. The result was four (4) formal bid responses. Township staff reviewed and scored the proposals based on the scoring tool that was included in the RFP. The scoring tool is as follows:

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

The fees of the proposals received varied from \$49,900 to \$60,045, excluding HST. The scoring results from the evaluation are summarized below.

PROPONENT	LOCATION	COST SUBMITTED	RFP SCORE
B.M. Ross & Associates Limited	Goderich, ON	\$ 53,165.00	83
GM BluePlan Engineering Ltd.	Listowel, ON	\$ 49,900.00	81
RJ Burnside Limited	Wingham, ON	\$ 51,119.50	80
GSS Engineering Consultants Ltd.	Owen Sound, ON	\$ 60,045.00	78

BM Ross was the highest scoring proposal submitted and has strong experience and work plan relative to the scope of work anticipated for this project. The scope includes technical analysis of the options considered, integrated planning consultant, and an initial heritage and archeological screening. The proposal does not include geotechnical work, but does recommend it be considered to inform site selection process.

The cost from this consultant is \$53,165, excluding HST. Therefore, it is staff's recommendation that BM Ross be retained for this assignment.

DISCUSSION

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

- i. Do Nothing
- ii. Rehabilitate the structure
- iii. Rebuild the structure at the same site; or
- iv. Rebuild the structure at an alternative site.

Proponents were asked to provide in detail within their work plan the technical, modelling, inventory collection and investigation work necessary to properly evaluate the social, cultural, natural and technical considerations of the project.

BM Ross demonstrated the strongest experience and detailed work plan relative to the scope requested.

FINANCIAL IMPACT

The 2016 Capital Budget contemplated \$100,000 for this assignment. The evaluation comes in under the budget figure, however the consultant's costs submitted does not include acquisition or expropriation of land, if necessary, if the preferred alternative determines a need for it. Additionally, it does not include geotechnical or detailed archaeological assessment, but does outline that it may potentially be needed, subject to further investigation within the EA process for this project.

FUTURE CONSIDERATIONS

Pending award, public consultation will be undertaken over the course of the next few months into 2017.

RELATIONSHIP TO STRATEGIC PLAN

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



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 01/11/2016
SUBJECT: Review of Inspection Fees for Tents
ATTACHMENTS: n/a

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the report for information purposes;

AND FURTHER THAT the invoice for Fire Inspection services for the Belgrave School Fair be amended to exclude the separate fee for review of the Fire Safety Plans.

EXECUTIVE SUMMARY

At the 17 October 2016 council meeting, council asked for a review of the fees applied to tent inspections and applicable Fire Safety Plans.

DISCUSSION

Under North Huron's Fees Bylaw, Tents or Marquees requiring / requesting an inspection are charged \$126 and Fire Safety Plans requiring review and approval are charged \$101.

Two tents at the Belgrave School Fair (one 2,400 square feet, and the other 400 square feet) required these both to be completed. Council requested a review to ensure fees charged to the School Fair and others were reasonable.

Prior to the 17 October 2016 CAO Chambers and I had already scheduled a meeting to review the application of our Fees Bylaw to tents, as I agreed with council that charging both of these fees for tents seems excessive.

Upon review, CAO Chambers and I recommend that the 2017 fee bylaw be amended so that the Tent Inspection Fee of \$126 would include the review of Fire Safety Plans for these occupancies. The new fee by-law will be brought forward in January for adoption by Council. It is further recommended that the current invoice for the Belgrave School Fair be revised to exclude the separate charge for the Fire Safety Plan review.

FINANCIAL IMPACT

Ratepayers charged both fees for tents have been issued a credit for the Fire Safety Plan reviews FDNH provided.

FUTURE CONSIDERATIONS

In 2014 FDNH conducted a comprehensive review of fire inspection fees charged by other fire departments and amended our fee schedule to be comparable. Each year our fees are adjusted by the rate of inflation, with the next comprehensive review planned in 2017 for 2018's fee schedule.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3: We promote community safety and emergency preparedness.



David Sparling
Director Fire and Emergency Services

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Council
PREPARED BY: Chief Tim Poole
DATE: 21 October 2016
SUBJECT: Speed Limits – Community Safety Zones
ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby consider amendments to the North Huron bylaw regulating traffic on the streets of the municipality to lower the maximum speed limits in “Community Safety Zones” to reduce injuries and save lives in the event of car/pedestrian collisions;

AND FURTHER THAT the matter be referred to the Director of Public Works for investigation and follow up.

EXECUTIVE SUMMARY

Several years ago, the Province of Ontario authorized the introduction of “Community Safety Zones” in an effort to make communities safer regarding the use of our roads. At the time, the Town of Wingham introduced “Community Safety Zones” on John Street and Carling Terrace which both had a high volume of traffic and child pedestrians because of our schools. In addition to these, shortly after becoming North Huron, another “Community Safety Zone” was created near the splash pad. All of these “Community Safety Zones” have a 40 km/h. After receiving several complaints about the speed on Summit Drive, a “Community Safety Zone” was created there however the speed was set at 30 km/h because there were no sidewalks.

I have recently attended the Not by Accident Conference which focuses on injury prevention and at this conference I learned some amazing statistics regarding injury and death and speeds. Upon returning from the conference, I have conducted additional research and have learned that the chance of serious injury or death more than doubles between 30 and 40 km/h. At 30 km/h the chance of serious injury is 25% while at 40 km/h that goes up to 50% and 75% at 50 km/h.

DISCUSSION

Since the safety of our community’s children is paramount in our minds, I recommend that all “Community Safety Zones” in Wingham be set at 30 km/h which would decrease the chance of serious injury or death by half in the event of a collision. To date, we have been very fortunate and have not had any such collisions but I believe it is prudent to take steps before anything happens.

FINANCIAL IMPACT

This will be minimal as all that will have to be done is change the signs that are in place from 40 to 30. This can be done either by changing the sign or the purchase of number stickers to go over the four.

FUTURE CONSIDERATIONS

That all future “Community Safety Zones” speed be set at 30 km/h.

RELATIONSHIP TO STRATEGIC PLAN

Provides for a safer community.



Timothy Poole, Chief of Police

Sharon Chambers, CAO

RECEIVED

OCT 25 2016

TOWNSHIP OF NORTH HURON




THE ROYAL CANADIAN LEGION
BRANCH 180 WINGHAM ONT.

Oct 24, 2016.

Dear Members of North Huron Council:

On behalf of Branch 180 Royal Canadian Legion we would like to request Permission to close the following streets for this year's Civic Remembrance Day service. Veterans Road, the corner of John St and Josephine St both sides, Centre St and John St corner on west side. We are also sending a letter to the county requesting permission to close Josephine St from Victoria St to Patrick St. Approx time for closing of streets would be 9:30 am till 12 noon. on Friday November 11th 2016.



Yours Sincerely,

President James Saint
Br 180 R.C. Legion
519-357-2604

Elementary School Fair Board

c/o Dianne Campbell
87 Mary Street
Wingham, ON
N0G 2W0

October 31, 2016



Township of North Huron
274 Josephine Street
Wingham, ON
N0G 2W0

Attn: North Huron Reeve Neil Vincent and Council Members

On Wednesday, September 13, 2017 we will be holding the 97th annual fair at the Belgrave Community Centre and the surrounding grounds. This past year we expanded the fair to allow the Catholic School and Homeschooled children to compete. It seems to have been a success as exhibit entries were up in most classes.

We plan to erect the same tent as in previous years. It will measure 40 feet by 60 feet and be open at the front and both ends to shelter the animals from the elements. The tent is owned by Burke's tent rentals of Brussels. It will be set up on the fair grounds on Monday September 11 and if weather permits it will be removed on the Thursday after the fair is over. If it rains it will be removed on the first dry day there after.

I am writing on behalf of the Elementary School Fair Board to ask that the township waive the permit fee of \$120.00 as we operate on a very small and tight budget.

It would be much appreciated if council could consider this request at your next council meeting and advise me of your decision. I can be contacted via email at molson7@eastlink.ca or a message can be left at 519-357-1335.

Thank you for your time and consideration regarding this matter.

Sincerely yours,

Dianne Campbell



November 1, 2016

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

Attention: Kathy Adams

World AIDS Day is held on the 1st December each year and is an opportunity for people worldwide to show their support for people living with HIV and to commemorate people who have died. Globally there are an estimated 34 million people who have the virus. Despite the virus only being identified in 1984, more than 35 million people have died of HIV or AIDS, making it one of the most destructive pandemics in history. World AIDS Day is important because it reminds us that there is still a vital need to increase awareness, fight prejudice, raise money, and improve education.

One of the ways suggested to show support and solidarity with the millions of people living with HIV is to wear a red ribbon. Through the generous help of Spinrite and our many knitting and crocheting volunteers, we have for the past few years helped to raise awareness by handing out red scarves!

We would appreciate your support by allowing our Public Health Nurses and Staff to line the streets of downtown Wingham, North Huron, with donated red scarves for this worthy cause. Credit in our media release will be provided to you, and Spinrite and our knitting and crocheting volunteers as well.

Should you require more information, Shelley Spencer, BScN, RN at 519-482-3416, extension 2238.

Many thanks for your consideration of this request, we look forward to hearing from you.

Kim Statia
Program Support, Administration

Huron County Health Unit

77722B London Road, RR 5, Clinton, ON N0M 1L0 CANADA
Tel: 519.482.3416 Confidential Fax: 519.482.9014

www.huronhealthunit.ca

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 102-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch.

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 Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch;

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, Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Township of North Huron and Her Majesty The Queen In Right of Ontario as represented by the Ministry of the Environment, Source Protection Programs Branch.
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 7TH DAY OF NOVEMBER, 2016.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF NOVEMBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

**AMENDMENT NO. 2 to a Grant Funding Agreement under the 2013-14 Source
Protection Municipal Implementation Fund (SPMIF_1314_026)**

THIS AMENDMENT NO. 2 made in duplicate, as of the 24th day of October 2016,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the “**Province**”)

- and -

The Corporation of the Township of North Huron

(the “**Municipality**”)

WHEREAS the parties entered into a grant funding agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the “**Agreement**”);

AND WHEREAS the parties entered into Amendment No. 1 as of September 14, 2015 to extend the term of the Agreement, add an additional report and include new timelines;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 2, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:

- 2.1 The following definitions are added to Section 1.1, Definitions, in alphabetical order:

“Lower Tier Municipalities” as defined by the *Municipal Act, 2001* means a municipality that forms part of an upper-tier municipality for municipal purposes. Within regions, they are responsible for providing certain local services that are not provided by the regional municipality. Within counties, they are responsible for providing a wider range of local services since counties as upper-tier municipalities provide less local services than regions.

“Ministry” means the Ontario Ministry of the Environment and Climate Change presided over by the Province. When “Ministry” is referred to in this Agreement, the reference is to the “Ministry” as the regulator.

“RMI” means a risk management inspector appointed under Part IV of the *Clean Water Act, 2006*.

“RMO” means a risk management official appointed under Part IV of the *Clean Water Act, 2006*.

“SPMIF” means the Province’s Source Protection Municipal Implementation Fund.

“Upper Tier Municipality” as defined by the *Municipal Act, 2001* means a municipality of which two or more lower-tier municipalities form part for municipal purposes

- 2.2 Section A.2.2 (Project Objectives) is deleted and replaced with the following: The objectives of the Project are for the Municipality to use the Funds to implement, or prepare to implement, one or more of the significant drinking water threat policies set out below in an approved source protection plan, or proposed source protection plan, that has been submitted to the Ministry for approval, provided that:

- i. The implementation of the policy is the responsibility of the Municipality; or
- ii. The implementation of the policy provides source protection implementation benefits to the Municipality, the Municipality’s stakeholders, the Municipality’s watershed, and/or the Municipality’s Lower Tier Municipalities.

Significant drinking water threat policies are limited to:

- (a) Policies for the purpose of Part IV of the *Clean Water Act, 2006* to address significant drinking water threats ;
- (b) Policies that govern *Planning Act* decisions to address significant drinking water threats;
- (c) Policies that establish education and outreach programs to address significant drinking water threats; or
- (d) Policies that specify other types of actions the Municipality is required to take to address significant drinking water threats.

2.3 Schedule “B” (Eligible Costs and Activities) is deleted in its entirety and replaced with the following:

SCHEDULE “B”

ELIGIBLE COSTS AND ACTIVITIES

B.1 Eligible Activities

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality’s behalf, between December 13, 2013 and March 5, 2017 that are directly related to the following:

Risk management

- a) Establishing and enforcing risk management plans under Part IV of the *Clean Water Act, 2006*;
- b) Communication with landowners affected by policies pertaining to Part IV of the *Clean Water Act, 2006*;
- c) Refining the number of threats within the Municipality pertaining to Part IV of the *Clean Water Act, 2006*;

Land use policies

- d) Implementing the Municipality’s municipal land-use planning policies related to activities that are identified as significant drinking water threats;

Education and outreach

- e) Implementing education and outreach policies to address significant drinking water threats, including:
 - a. Installation of municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply;

Other activities

- f) Working with the local source protection authority and local source protection committee to understand the Municipality's requirements under the source protection plan;
- g) Developing and/or modifying the Municipality's business processes in order to implement significant drinking water threat policies;
- h) Establishing processes for information sharing among municipalities and source protection authorities;
- i) Developing a reporting framework for the Municipality that aligns with the collection of data under Section 65 of Ontario Regulation 287/07, made under the *Clean Water Act, 2006*;
- j) Other activities the Municipality undertakes to fulfill its requirements to implement significant drinking water threat policies, including:
 - a. Establishing a mandatory septic re-inspection program for vulnerable areas delineated in approved assessment reports; and,
 - b. Installation of road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply.
- k) Activities identified in subsections B.1 (a) through (j) for another municipality with a current agreement under the SPMIF, provided that such activities:
 - a. Will provide source protection implementation benefits to the Municipality, the Municipality's community (Upper Tier Municipality and/or Lower Tier Municipalities), and/or the Municipality's watershed; and
 - b. Are not ineligible under the other municipality's own SPMIF agreement.

B.2 Ineligible Activities

The following activities are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Refining the number of threats within the Municipality not pertaining to Part IV of the *Clean Water Act, 2006*;
- b) Threat refinement work already funded by the Province through source protection authorities;

- c) Activities that are already funded through another program, funding body, partners, or other means;
- d) Activities that are funded by the SPMIF through an agreement between the Province and another municipality;
- e) Fulfilment of the Municipality's responsibilities as a property owner undertaking activities identified as significant drinking water threats;
- f) Fulfilment of the Municipality's responsibilities under other legislation (e.g., Building Code), except as noted in Section B.1(j)(a), including;
 - a. Establishment of a septic re-inspection program for areas delineated through other legislation (i.e. *Lake Simcoe Protection Act, 2008*);
 - b. Establishment of a discretionary septic re-inspection program for areas where an activity is not considered a significant drinking water threat under the source protection framework; and,
- g) Activities not related to fulfilling the Municipality's requirements to implement significant drinking water threat policies specified in an approved source protection plan, or proposed source protection plan that has been submitted to the Ministry for approval.

B.3 Eligible Costs

The eligible costs listed below must be directly related to the source protection implementation activities outlined in Section B.1:

- a) Municipal staff salaries and benefits for time spent working on the Project (such as hiring or re-assigning Municipal staff to serve as RMOs and RMIs as specified under the *Clean Water Act, 2006*; or administrative support required to establish and/or maintain the Risk Management Office);
- b) Fees incurred for contracted professional services from professionals, technical personnel, consultants, and contractors for work on the Project (such as hiring a consultant to support the RMO in determining appropriate measures the Municipality should include in a risk management plan);
- c) Printing and distribution costs related to education and outreach programs and activities necessary to implement a source protection plan;

- d) Purchase and/or production costs of municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply;
- e) Transportation (including mileage), meals and accommodation for an appointed RMO/RMI to attend Ministry legislated RMO/RMI training; and, mileage for an appointed RMO/RMI to undertake negotiating risk management plans;
 - a. The amount from the Funds used for transportation, meals and accommodation must be calculated according to the rates in the Ontario Government's Travel, Meal and Hospitality Expenses Directive (<https://www.ontario.ca/document/travel-meal-and-hospitality-expensesdirective>) that is current as of the date that the expense is incurred;
 - b. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model is obtained from the Province prior to rental;
 - c. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels.
 - d. Meals refer to the provision of food or beverages, subject to the limitations below:
 - i. The Municipality may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure. The Funds may not be used for:
 - 1. non-meal food and beverages;
 - 2. alcohol; or
 - 3. meals when the travel period is less than 5 hours, calculated from the time the appointed RMO/RMI leaves their normal place of business (or reasonable alternative origin) to the time the RMO/RMI or returns to the normal place of business (or reasonable alternative destination);
- f) Equipment purchased for an appointed RMO/RMI to undertake negotiating risk management plans;
 - a. Costs for equipment are limited to a maximum of 10% of the Municipality's Maximum Funds;
 - b. Eligible equipment would include items listed in the Ministry of the Environment and Climate Change legislated RMO/RMI training (i.e. industrial personal property entry equipment and biosecurity protocol equipment)

-
- g) Training (registration fees for courses) for an appointed RMO/RMI, directly related to negotiating risk management plans (such as training on the *Nutrient Management Act*);
 - a. Costs for training are limited to a maximum of 10% of the Municipality's Maximum Funds; and,
 - h) Any other expense approved by the Province, for which the Province has provided Notice to the Municipality.

For clarity, should the Municipality collaborate with one or more other municipalities to get a "bulk rate" for a similar expense, the bulk rate does not have to be allocated equally between all municipalities. However, the Municipality's share of the bulk rate cannot be any more than it would have paid for its own expense in the absence of a

bulk rate and the Municipality may be required by the Province to verify this cost.

B.4 Ineligible Costs

The following costs are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Travel, meals, accommodation and hospitality;
 - a. Penalties incurred for non-cancellation of guaranteed hotel reservations; and
 - b. Except as noted in Section B.3(e);
- b) Overhead (such as rent, utilities, human resources services, office supplies);
- c) Capital (such as vehicles, office furniture, computers, software licenses, etc.) and equipment;
 - a. Except for municipal road signs indicating areas of a wellhead protection area or an intake protection zone where significant threat policies apply as noted in Section B.3(d); and
 - b. Except for equipment as noted in Section B.3(f);
- d) Training (including staff and contracted professional services associated with training);
 - a. Except as noted in Section B.3(g);
- e) Land expropriation or purchase;
- f) Incentives or compensation for property owners; and
- g) Costs for establishing risk management plans if costs have been or will be recovered from property owners.

- END OF ELIGIBLE COSTS AND ACTIVITIES -

2.4 The chart in Schedule “D” (Reports) is deleted in its entirety and replaced with the following:

Name of Report	Due Date
Collaboration Statement (if applicable)	December 12, 2014
Progress Report 1	December 12, 2014
Progress Report 2	December 11, 2015
Progress Report 3	December 9, 2016
Final Report	March 5, 2017
Other Reports as specified from time to time	On a date or dates specified by the Province.

3. This Amendment No. 2 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 2 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario

as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the Township of North Huron

Name: Donna White
Title: Director of Finance

I have authority to bind the Municipality.

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

BY-LAW NO. 103-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Software Licence, Service and Support Agreement, between the Corporation of the
Township of North Huron and Legend Recreation Software Inc.

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 Software Licence, Service and Support Agreement, between the Corporation of the Township of North Huron and Legend Recreation Software Inc.;

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 Software Licence, Service and Support Agreement, between the Corporation of the Township of North Huron and Legend Recreation Software Inc.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 7TH DAY OF NOVEMBER, 2016.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF NOVEMBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk



LEGEND RECREATION SOFTWARE INC.

AND

Township of North Huron

SOFTWARE LICENCE, SERVICE AND SUPPORT AGREEMENT

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THIS AGREEMENT is dated and in effect this ____ day of _____, 2016.

BETWEEN:

LEGEND RECREATION SOFTWARE INC., a federally registered corporation [under corporation number 935086-1], with a registered office located at 1400-340 Albert Street, Ottawa, Ontario, K9R 0A5

(the "Supplier")

AND:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON, a municipal district incorporated pursuant to letters patent issued by the Crown in right of the Province of **Ontario** with an office address at **274 Josephine Street, Wingham, Ontario, N0G 2W0**

(the "Customer").

WHEREAS:

- (A) The Customer as part of its responsibilities is engaged in operating parks and recreation facilities in North Huron, Ontario;
- (B) The Customer has researched recreation management software capable of supporting its parks and recreation operations;
- (C) The Supplier possesses technical competency and expertise in development, manufacture, installation and maintenance of recreation management software and related software systems.
- (D) The Supplier possesses the technical competency and expertise in building, maintaining and servicing technical platforms and to providing support services to compliment provision of recreation management software and related software systems.

In consideration of the mutual covenants, promises and undertakings set out below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE as follows:

1. Interpretation

- 1.1. In this Agreement the following expressions have the following meanings unless otherwise stated:

"Agreement" means this Software Licence, Services and Support Agreement;

"Authorized Users" means those employees, independent third-party contractors, and end user customers (with respect to self-service portals) of the Customer who are entitled to use the Software under this Agreement;

"Business Day" means any day, from 9:00 am to 5:00 pm, which is not a Saturday, Sunday or public holiday in **Ontario**;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in section 11;

"CPIX" means the consumer price index, a standard measure of inflation in Canada measured as a percentage annual increase in prices as defined by Statistics Canada;

“Customer Account Team” means those individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under this Agreement. The initial members of the Supplier Account Team are listed in SCHEDULE 4;

“Concurrent User” means the total number of Authorized Users across all computer devices that are authorized to use or access the Software at any one time;

“Customer Data” means the data input into the information fields of the Software by the Customer, by Authorized Users, or by the Supplier on the Customer's behalf;

“Customer's Project Manager” means the member of the Customer Account Team who has authority to contractually bind the Customer under terms of this Agreement. The Customer's Project Manager at the Effective Date is named in SCHEDULE 4;

“Deliverable” means a clearly defined functionality or other pre-set milestone or service or specified work package of any of the Development Services;

“Delivery Date” means the date when the Software is activated on the Supplier's server, for live 'in-production' use by the Customer's end users or customers;

“Development Services” means any software development and related work referred to in SCHEDULE 2 and SCHEDULE 3, if required, to be performed by the Supplier;

“Disaster” means an event defined as a Disaster in the Disaster Recovery Service in section 2.6 of SCHEDULE 2;

“Disaster Recovery Service” means procedures to be adopted by the Customer and the Supplier in the event of a Disaster (including the procedures to be taken by the Customer and the Supplier in planning and providing for any such event), the standard Disaster Recovery Service, and additional options, being set out in SCHEDULE 2 and SCHEDULE 3;

“Documentation” means the documentation provided by the Supplier relating to the Software, or produced by the Customer in relation to the Software, in either printed text or machine readable form, including but not limited to the technical documentation, program specification, end user manuals and commercial terms associated with the Software and Services;

“Effective Date” means the date first written above in this Agreement;

“Effort” means in the event that Development Services are required, the informed estimate of production days required by the Supplier based on the final Software Specification;

“Error” means a material fault with a Deliverable in delivery of the Development Services or Software;

“Event of Force Majeure” means an acts-of God, earthquake, fire or other natural disaster, terrorist attack, civil war or civil unrest, riots, war or nuclear, chemical or biological contamination;

“Extended Hours” means centre operating hours on business days and also on public holidays and weekends;

“Fees” means the fees payable to the Supplier, as described in SCHEDULE 3 including without limitation Licence Fees, daily rates for implementation services and fees for Development Services, Hosting Services and such other services as may be selected by Customer from time to time;

“Gap List” means the functionality to be produced by the Supplier conditional to this Agreement as detailed exclusively in SCHEDULE 8, subject to the guaranteed delivery terms, including penalties for late delivery, as listed in SECTION S3.7(c);

“Hosting Services” means the robust technical solution that the Supplier provides using two enterprise class tier-3 data centres in Canada to provide the Software and the Services and any other business systems as described in SCHEDULE 3;

“Initial Term” means a period of **48 months** starting from the Effective Date;

“Intellectual Property” means any intellectual property, on a worldwide basis, (whether registered or unregistered) including: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications, and patent disclosures, together with all divisional reissues, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (ii) all trademarks, trade names, trade dress, logos, business names, corporate names, domain names, uniform resource locators (URL's) and internet websites related thereto, and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all industrial designs and all applications, registrations and renewals in connection therewith; (v) all proprietary, technical or confidential information, including all trade secrets, processes, procedures, know-how, show-how, formulae, methods, data, compilations, databases and the information contained therein; and (vi) all computer software (including all source code, object code and related documentation), together with (a) all copies and tangible embodiments of all of the foregoing (in whatever form or medium), and (b) all improvements, modifications, translations, adaptations, refinements, derivations and combinations thereof;

“Intellectual Property Rights” means all industrial and intellectual property rights in respect of the Intellectual Property of Supplier or in which Supplier has any right, title or interest, including inbound licence agreements, copyrights, patents, inventions (whether or not patented), trade-marks, service marks, get-up and trade dress, industrial designs, integrated circuit topographies, domain names, trade names or business names, knowhow and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all contracts related to any such industrial and intellectual property rights, and all embodiments of such intellectual property rights whether registerable or not, in any country (including but not limited to the United Kingdom and Canada);

“Legend” means Legend Recreation Software Inc.;

“Licence” means the licence rights granted pursuant to section 2;

“Licence Fee” means the Software Licence Fees as set out in SCHEDULE 3;

“Maintenance Support” means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software, to the standards as described in SCHEDULE 6;

“Network Access” means a suitable method to provide authorized access to the Software from an external site (external to Supplier's Hosting Services);

“Optional Services” means the Optional Services listed in SCHEDULE 2, which Supplier offers over and above the Software solution and which the Customer can select to be added or removed based on specific notice periods for each such Optional Service;

“Service Level Arrangements” means the service level arrangements (“SLA”) set out in the Schedules hereto and in particular SCHEDULE 5;

“Service Period” means the billing period for the Services which is agreed between the parties to be monthly, quarterly or annually as confirmed for each Service listed in SCHEDULE 3;

“Services” means the services listed in SCHEDULE 3, including the Development Services, Help Desk Support Services and/or Maintenance Support as applicable, given the context in which the term Services is used herein;

“Site” means a recreation facility or related facility or administration centre, such as recreation centre, arena, rink, park, lido, gymnasium, stadium, hall, set of pitches, building as used in the context of counting licensable Sites for the Supplier’s web software;

“Software” means the proprietary software licenced by the Supplier to the Customer hereunder, in machine-readable object code form only as described in SCHEDULE 1, including any error corrections, updates, upgrades, modifications and enhancements provided to the Customer under this Agreement, and includes the Documentation relating to and supplied with the Software;

“Supplier's Project Manager” means the member of the Supplier Account Team who has authority to contractually bind the Supplier under terms of this Agreement. The Supplier's Project Manager at the Effective Date is named in SCHEDULE 4;

“Users” means any individual at any time (calculated over all servers) authorized and/or permitted and/or enabled to have access to or make use of any of the Software whether or not used by such individual;

“Workstation” means any electronic equipment a user may use to access Legend software.

2. **Grant of Licence**

2.1. In consideration of payment by the Customer of the Licence Fee

- (a) Subject to clause 2.2, the Supplier hereby grants to the Customer a non-assignable, non-transferable, non-exclusive Licence to use the Software and the Documentation solely for its own internal business purposes in accordance with this Agreement.
- (b) The Supplier shall provide at no additional cost authorization to the Customer to use new releases of the Software, which are not designated by the Supplier as new products, (for which it charges a separate fee), together with the relevant documentation. The Supplier may, following advance notification to the Customer, modify the Software and deliver updates to the Customer which may add new and/or eliminate existing features and/or functions to the Software.

2.2. The Licence set out in section 2.1 entitles the Customer to make such copies of the Software, or part thereof, for instance the Documentation, as necessary for the Customer’s internal business use only, including without limitation for documentation, archive, backup and disaster recovery purposes}. In making copies the Customer will ensure that

all copyright and proprietary notices contained on the original version of the Software also appear on all copies made and the Customer will notify the Supplier of all copies made. The Customer will keep a written record of the location of copies made and will allow Supplier from time to time to verify the same.

- 2.3. Save as permitted under sections 2.1 and 2.2 or as otherwise may be permitted by law, the Customer shall have no right and shall not adapt, copy, modify, distribute, recast, translate, shorten, expand, reverse engineer, decompile, decrypt, or disassemble or attempt to derive the source code or create derivative works of the Software or any part thereof.
- 2.4. The Licence granted under section 2.1 permits the Customer to allow only its employees, authorized third party contractors, partners, and its clients to use the Software. The Licence to use the Software shall be strictly limited to the number of Users as set out in SCHEDULE 3 of this Agreement. Should the Customer require additional Users, the Customer may add additional Users by paying for them in accordance with Supplier's standard rates as identified in SCHEDULE 3. Supplier will in turn ensure that the capacity of its solution is reasonably specified to support the number of Users for the Services as set out in SCHEDULE 2 of this Agreement.
- 2.5. All Intellectual Property Rights in the Software shall (as between Supplier and the Customer) remain at all times with the Supplier and its licensors, and any Intellectual Property Rights in any modification or alteration of the Software whether at the Customer's request and/or expense or not, shall vest in the Supplier and its licensors absolutely. The Supplier and its licensors own all Intellectual Property Rights in the Software.

3. **Services**

- 3.1. In consideration of payment by the Customer of the Services Fee, Supplier will provide the Services. Such Services will continue for the duration of the Agreement or, in the case of a specific service, such as Development Services, for the duration of that specific service case as specifically described in SCHEDULE 3.

4. **Price and Payment**

- 4.1. Fees for the Software Licence and associated monthly Services, as fully described in SCHEDULE 3, shall be invoiced to the Customer on or following the Delivery Date, and for each Service Period in advance thereafter. Payment is due monthly in advance for each Service Period, by the 5th day of the relevant month, preferably by direct debit.
- 4.2. Fees for all other Services and Deliverables shall be invoiced to the Customer on or after the Delivery Date. Payment shall be made within 30 days of the invoice date.
- 4.3. The Supplier will freeze the licence fee cost for a period of one (1) years. Following which, the supplier may increase the fees on the 1st day of January in each year that this agreement is in effect by a percentage amount equal to the CPIX.
- 4.4. The Licence Fees and all other Fees and sums which are due to be paid to the Supplier by the Customer pursuant to this Agreement do not include and are quoted apart from any charge for carriage, handling, insurance, delivery, installation and any value-added tax or any other sales tax which Supplier is required or entitled to recover from the Customer. The Customer will be invoiced at cost for reasonable local travel costs incurred in the

process of delivering on site work except where specifically stated otherwise in SCHEDULE 3.

- 4.5. If any sum due to the Supplier from the Customer remains unpaid after the due date for payment, interest at a rate of 5% above the Bank of Canada base lending rate will be chargeable on such sum and payable by the Customer. Such interest will be calculated from the due date to the date of payment in full and will accrue daily pro-rata.
- 4.6. In addition to any other rights or remedies the Supplier may have under this Agreement and at law, Supplier reserves the right, with prior written notice, to discontinue or suspend performance of its obligations under this Agreement if the Customer fails to pay any amounts due to the Supplier within 30 days after such amounts become due and payable. Any such suspension of Supplier's obligations under this Agreement shall in no way render it liable to the Customer for any losses thereby incurred.

5. **Delivery**

- 5.1. Whilst Supplier will use its reasonable commercial endeavours to meet any specified date for delivery or installation of the Software or the supply of any Service, and subject always to the Customer's right to terminate this Agreement under the provisions of section 9.3(c) any such date is deemed to be given and intended as an estimate only which shall not be deemed to be of the essence of this Agreement or any agreement made pursuant to this Agreement. The Supplier reserves the right to deliver or install the Software or supply any Services relating thereto by instalments in which case the Supplier will notify the Customer of same.
- 5.2. Once properly licenced, the Licensor shall provide the user the means to access the Software in machine readable form.
- 5.3. Unless otherwise agreed to or where carriage is undertaken by the Supplier, the Supplier shall arrange carriage on behalf of the Customer. Carriage shall be at the Customer's cost. The Supplier shall not be liable for damage in transit, or for loss or damage to goods beyond the point to which the Customer has contracted for the delivery.
- 5.4. Risk in any media in which the Software is stored shall pass upon delivery. Title to any such media shall pass only upon payment of all Fees and any other payments required from the Customer under this Agreement.

6. **Warranty**

- 6.1. The Supplier warrants that the Software will provide the facilities and functions set out in SCHEDULE 1 when properly used and that the Documentation will provide adequate instructions to enable the Customer to make proper use of such facilities and functions, and that the Services will be carried out with all reasonable care and skill.
- 6.2. The Customer acknowledges that the Supplier does not warrant or represent that:
 - (a) The operation of the Software will be uninterrupted or error free, and the Customer agrees that the existence of an error shall not constitute a breach of this Agreement;
 - (b) The Software is compatible with other computer programs (other than those previously approved by Supplier).
- 6.3. The Customer will give notice to the Supplier as soon as it is reasonably able upon becoming aware of a breach of warranty. The Supplier's sole liability and obligations in

relation to any breach of warranty under section 6.1 shall be to use all reasonable endeavours to remedy any material error in the Software, or re-perform the Services as soon as is reasonably practicable.

- 6.4. The warranties in clauses 6.1, 6.6, 6.7, 6.8 and 8.1 are the only warranties given under this Agreement. Any other warranties, conditions, obligations or implied terms which are implied into this Agreement by statute, custom or at law (including, without limit, any conditions of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted by law.
- 6.5. The warranties set out in section 6 shall not apply to errors or failures which arise in whole or in part from:
- (a) accident, neglect or misuse of the Software caused by the Customer and/or any third party; or
 - (b) the effect of lightning or any electrical fault upon the Software; or
 - (c) failure of electrical power, communications systems or electrical circuitry outside the Customer's network and/or system; or
 - (d) use in connection with products not provided by Supplier (or otherwise approved by Supplier); or
 - (e) Unusual stress or storage, transportation, handling, repairing and/or housekeeping by the Customer in a manner which does not reflect normal IT practice or indicated in the Documentation, or as otherwise indicated by Supplier.
- 6.6. Legend warrants that it will at all times at its own cost ensure its systems and processes are compliant with the Payment Card Industry Data Security Standard (PCI DSS).
- 6.7. Legend warrants that it will at all times at its own cost ensure its systems, processes and people are compliant with the Personal Information Protection and Electronic Documents Act ("PIPEDA") and Freedom of Information and Protection of Privacy Act ("FIPPA") (SCHEDULE 9).
- 6.8. Legend warrants that it will at all times at its own cost ensure its systems and processes are compliant with the ISO/IEC 27001 Information Security Management System.

7. The Customer's Obligations

- 7.1. During the term of this Agreement the Customer shall:
- (a) keep all proper accounts and records as to the number of Users. Upon request by Supplier the Customer shall provide within 45 days of such request an accurate and true account of the total number of Users at any particular time during the term of this Agreement, together with such other information as may be reasonably required by the Supplier in relation thereto including but not limited to confirmation that Users are still employed by Customer;
 - (b) not lease, lend or directly or indirectly transfer, charge or allow use of the Software and/or any Licence relating thereto to any third party without written consent from the Supplier on a case by case basis;
 - (c) do all such acts so as to protect the Intellectual Property Rights of Supplier and its licensors, in the Software;

- (d) ensure it does not utilise the Software in any way to transmit, receive or store any material of an illegal nature;
- (e) be responsible at all times for compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) for information under the Customer's control;
- (f) not attempt to adjust repair or maintain the Software, and not request, permit or authorise anyone other than Supplier to carry out any adjustments, repairs or maintenance of the Software except with the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed;
- (g) co-operate fully with Supplier's personnel in the diagnosis and rectification of any error in the Software;
- (h) promptly notify the Supplier if the Software or any part thereof needs maintenance or is not operating correctly; and
- (i) provide such telecommunication facilities as are reasonably required by Supplier to fulfil its obligations hereunder.

8. Intellectual Property Rights Indemnity

- 8.1 The Supplier warrants to the Customer that the Supplier is entitled to grant the Licence and that neither use nor possession of the Software will subject the Customer to any valid Intellectual Property Rights infringement claim by a third party.
- 8.2 The Supplier will indemnify the Customer against any and all damages or legal costs awarded against the Customer as a result of any third party claim incurred as a result of a breach of clause 8.1 provided that as a condition precedent:
 - (a) the Customer promptly notifies Supplier following receipt of any claim and provides the Supplier with all related information reasonably available to the Customer, and any assistance in the claim as Supplier reasonably requires from time to time;
 - (b) the Customer gives the Supplier full and exclusive authority in the defence and settlement of the claim; and
 - (c) the Customer makes no admission or in any other way prejudices Supplier's defence of the claim and provides the Supplier with sole control of the defence of the claim and any and all related settlement negotiations.
- 8.3 The Supplier shall have no liability for any claim of infringement based on or to the extent arising from:
 - (a) use by the Customer of an outdated or unaltered release of any Software if such infringement would have been avoided by use of updated and amended Software which had been offered to the Customer (at no specific additional cost to the Customer); or
 - (b) combination or use of the Software with hardware or software not approved in writing by Supplier; or
 - (c) use of any Software that has been modified or altered other than by the Supplier or without the Supplier's prior written permission; or

(d) Use of any Software that has been modified or altered at the Customer's request but against the advice of the Supplier.

8.4 The Customer shall indemnify the Supplier against any and all damages or legal costs awarded against the Supplier as a result of any third party claim incurred as a result of modification or alteration or any work done to the Software at the Customer's request, against the advice of the Supplier whether or not Supplier was aware that such modification, alteration or Customer requested work may infringe any third party's rights.

9. **Duration and Termination and Post Termination Provisions**

9.1. This Agreement shall be deemed to have commenced on the Effective Date and unless terminated in accordance with this Agreement shall continue for the Initial Term. Thereafter, it shall automatically be renewed from year to year (each a "Renewal Term") unless terminated by either party on not less than 90-days written notice to the other prior to the end of the Initial Term or Renewal Term, as applicable.

9.2. Notwithstanding Clause 9.1, the term and termination of certain specific Optional Services may be listed individually in SCHEDULE 3, and shall stand separately from the overall agreement to provide Software Licence and Support Services; for example, including but not limited to Software Development Retainer Service.

9.3. This Agreement may be terminated immediately:

- (a) by the Supplier if the Customer fails to pay any sum due under this Agreement within thirty days of the applicable due date;
- (b) by either party if the other commits a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied within thirty days of a written request to remedy the said breach (and for these purposes it is agreed that lateness is a remediable breach);
- (c) by the Customer should the Supplier materially fail in delivering by the date specified for delivery the agreed Software, Hosting Services or other Services specified in this Agreement. In this event, the Customer has the right to terminate the agreement without additional cost, and any Licence Fees already paid to the Supplier for advance periods shall be refunded to the Customer within fourteen days of the date of termination.
- (d) by either party if the other enters into liquidation or a receiver is appointed for all or any part of its assets, or if the other party becomes bankrupt or insolvent or enters into any arrangement with its creditors, or if the other party takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

9.4. Termination of this Agreement pursuant to clause 9 herein is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law. It does not affect any accrued rights or liabilities of neither party nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

9.5. Following termination of this Agreement pursuant to clause 9 or otherwise the Customer shall immediately:

- (a) stop using the Software or any version, modification, update or copy of the Software;
 - (b) deliver to the Supplier all Documentation including any copies of such Documentation; and
 - (c) remove any copies of the Software from all files, databases and from all the Customer's hard drives, flash drives, media, software and servers and PC's.
- 9.6. Following termination of this Agreement for any reason the Supplier shall, at the Customer's written request, return all Customer Data held by the Supplier to the Customer within 30 days of termination in an industry standard format and on an industry standard media, or as otherwise mutually agreed.
- 9.7. Costs incurred by the Supplier in complying with clause 9.6 above, may be charged to the Customer using the agreed rates defined in SCHEDULE S3.7 (a) Ad Hoc Development, plus any media costs or reasonable expenses (for instance secure shipping).
- 9.8. Supplier and Customer intend at all times to act honourably and, in the event of termination of this Agreement, to be good leavers. Accordingly, in the event of termination being served:
- (a) the Supplier will ensure uninterrupted service to Customer provided that the Customer's account is paid up to date and the Customer has complied materially with all terms of this agreement;
 - (b) the Customer will be able to extract the data from the system using the system's management reporting tools;
 - (c) if the Customer requires further assistance from the Supplier, including but not limited to providing data extraction in specified formats, then the Supplier will ensure availability of resources to ensure punctual delivery of the required work, provided that the Customer gives reasonable notice in advance and a clear specification of the required work, such as a spreadsheet template with accompanying definitions for each field;
 - (d) any required work will be provided at the standard daily rate for software development plus related legitimate expenses (such as secure courier service and storage media expenses) to be recovered at cost upon provision of receipts by the Supplier;
 - (e) the Customer will specify the work, and the Supplier will provide a formal quote and delivery date, and the order will be initiated by a properly authorized purchase order from the Customer to the Supplier;
 - (f) for additional clarification, unless different time frames are mutually agreed upon, the Supplier agrees that, following receipt of the order, Supplier will begin the work with no more than two weeks' notice and agrees to deliver the work promptly upon the mutually agreed time frame.

10. **Liability**

10.1. Subject at all times to clause 10.2 and clause 10.3 below:

- (a) Supplier's total liability under or in connection with this Agreement will not in aggregate exceed the lower of:
 - (i) the aggregate sum of the Fees accrued and payable in the previous 12-month period, or
 - (ii) 100% of Supplier's Commercial General Liability (CGL) insurance which shall not fall below Supplier's professional indemnity insurance cover of **\$2,000,000 (Two million Canadian Dollars)**; and
 - (b) the Customer acknowledges that the Supplier's pricing policy is determined by a number of factors, including the extent of its liability and the cost of carrying insurance coverage for that liability. If the Customer requires the Supplier to accept greater liability in respect of this Agreement then the Supplier will be prepared to do so, subject to Supplier's insurers' approval, in return for a proportionate increase in Licence Fees to reflect the potential impact on premiums in applicable policy periods.
- 10.2. Subject at all times to clause 10.3 and whether or not the Supplier has been advised of the possibility of such loss, Supplier shall not be liable in contract, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:
- (a) any losses special to the Customer;
 - (b) any direct loss of profits;
 - (c) any direct loss of turnover;
 - (d) any direct loss of sales;
 - (e) any direct loss of revenue;
 - (f) any indirect or consequential loss or damage howsoever caused.
- 10.3. Notwithstanding anything to the contrary in this Agreement the Supplier's liability to the Customer:
- (a) for death or personal injury caused by the negligence of the Supplier, its employees, agents or sub-contractors; or
 - (b) for fraud (including without limit, fraudulent misrepresentation)
- shall not be limited (but nothing in this clause confers any right or remedy upon the Customer to which it would not otherwise be entitled).
- 10.4. The provisions of clause 10 herein will survive termination of this Agreement.

11. **Confidentiality/Non Solicitation**

- 11.1. The Supplier and the Customer mutually covenant and agree,
- (a) to keep confidential all information concerning the business and affairs of the other (Except for any prices of Software or Services charged under this Agreement by the Supplier which the customer may be obligated to publish) which that it has obtained or received as a result of discussions leading up to or the entering into this Agreement, or which it obtains or receives in performance of this Agreement (the "Information");

- (b) not to disclose the Information in whole or in part to any other person without the other party's written consent, apart from Information those of its employees, agents and sub-contractors involved in the implementation and/or support of the Software need to know and who are subject to confidentiality obligations no less stringent than those set out herein; and
 - (c) to use the Information solely in connection with the implementation, use and/or support of the Software and not for its own benefit or the benefit of any third party.
- 11.2. The provisions of clause 11.1 do not apply to the whole or any part of the Information which is:
- (d) already known to or otherwise in the possession of the receiving party at the time of receipt hereunder, and is substantiated by reasonable documentation;
 - (e) is or becomes publicly available or otherwise in the public domain rightfully without breach of this Agreement by the receiving party;
 - (f) is disclosed to the receiving party, without restriction, from any third party having legal right to make such disclosure, and without breach of this Agreement by the receiving party;
 - (g) is independently developed hereafter by employees of the receiving party who have not had access to the disclosing party's information delivered pursuant to this Agreement, and is substantiated by reasonable documentation;
 - (h) is released by the disclosing party to any third party without restrictions; or
 - (i) is disclosed without restriction by the receiving party, to the extent required, pursuant to FIPPA regulation or a judicial order of a court of competent jurisdiction.
- 11.3. The Supplier and the Customer further mutually covenant and agree to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and the provisions of this clause 11, and to take all reasonable steps from time to time to ensure compliance by their employees, agents and sub-contractors with the provisions of section 11.
- 11.4. The Customer covenants and agrees that during the currency of this Agreement and for the period of six months following its termination or expiry, that it will not directly or indirectly, by means of an agent or otherwise (and whether for themselves or for the benefit of any other person), solicit or endeavour to solicit any officer or employee of the Supplier who has within the immediately preceding 6 months, been involved in carrying out the provisions of this Agreement (or any part of it) to leave his or her employment. However, this clause shall not prevent the Customer from interviewing and employing an officer or employee of the Supplier who has responded to a general advertisement or made an approach to the Customer which, in each case, the Customer can show was made without any direction to do so by or on behalf of the Customer.
- 11.5. If the Customer breaches the terms of clause 11.4 it shall by way of liquidated damages pay to Supplier a sum equal to six months' gross salary of the officer or employee concerned at the date of his or her departure from the Supplier,
- 11.6. Section 11 shall survive termination of this Agreement for a period of twelve months.

12. Force Majeure

- 12.1. With the exception of payment of any Licence Fees, Services Fees and/or any other sums due under this Agreement, neither party will be liable for any breach of its obligations resulting from an Event of Force Majeure. The party affected by an Event of Force Majeure agrees to give written notice to the other upon becoming aware of an Event of Force Majeure, that notice containing details of circumstances giving rise to the Event of Force Majeure, and shall use its reasonable efforts to mitigate the effect of the Event of Force Majeure on performance of its obligations under this Agreement.

13. Dispute Resolution

- 13.1. If any dispute or difference as to construction or performance of this Agreement shall arise between the parties (which is not resolved to the satisfaction of both parties under any problem escalation process agreed to pursuant to this Agreement from time to time in writing or which is considered by either party as inappropriate for that process), a representative of each party for the time being shall, within ten days of a written request, meet in a good faith effort to resolve the dispute through negotiation.
- 13.2. Both parties agree that if a dispute is unresolved 30 days after negotiation begins, then they must try to resolve the dispute by negotiation (a) mediated by a neutral person whom the British Columbia International Commercial Arbitration Centre ("B.C.I.C.A.C.") appoints, and (b) administered under B.C.I.C.A.C.'s Mediation Rules.
- 13.3. Both parties agree that if a dispute is unresolved 30 days after B.C.I.C.A.C. appoints a mediator, then they must submit the dispute to arbitration administered by B.C.I.C.A.C. The place of arbitration must be the Cowichan Valley, British Columbia.

14. Change Control

- 14.1. The Customer's Project Manager and the Supplier's Project Manager shall meet at least once every two months to discuss matters relating to this Agreement. If either party wishes to change the scope of Services, it shall submit details of any requested changes to the other in writing.
- 14.2. If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to Fees arising from the change;
 - (c) any other impact of the change on the terms of this Agreement.
- 14.3. If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to such change.
- 14.4. If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing to necessary variations to Fees and any other relevant terms of this Agreement to take account of the change.

15. General

- 15.1. A failure or delay by either party to exercise or enforce any of its rights, or to enforce any obligation which the other party has breached under this Agreement is not a

waiver of that right, nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.

- 15.2. Any notice or other document to be delivered under this Agreement must be in writing, and a notice or other document will be effectively delivered in the following ways (and shall be deemed to have been delivered at the times stated):
 - (a) by pre-paid recorded delivery post – on the second day after posting;
 - (b) by personal delivery – upon actual delivery or upon refusal to accept delivery;
 - (c) by electronic mail – upon delivery of receipted email;
- 15.3. Any notice or other document to be delivered under this Agreement shall be addressed to the recipient's address stated in this Agreement, or to any other address of which the recipient has notified the other party (or alternatively in the case of a company, to the registered office of that company).
- 15.4. If any provision of this Agreement, or of any document made in connection with this Agreement, is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement or of the said document, the unenforceable provision being deemed severed and deleted and the remainder continuing in full force and effect.
- 15.5. This Agreement forms the entire Agreement between the parties in respect of its subject matter and supersedes all previous contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between Supplier and the Customer, in each case, whether made orally, in writing, or arising from custom.
- 15.6. This Agreement may not be modified or amended unless such amendment is completed in writing and signed by duly authorized representatives of both parties.
- 15.7. The Customer may not assign, transfer, mortgage, charge or otherwise dispose of or encumber this Agreement, or any of its rights or obligations thereunder, without the prior written consent of the Supplier, which shall not be unreasonably withheld.
- 15.8. The Supplier may sub-contract any or all of its obligations under this Agreement, subject to accepting the sub-contractor's acts as its own. All subcontractors must first be approved in writing by the Customer whose approval will not be unreasonably withheld. In each case, the Supplier will provide the Customer with a description and profile of proposed sub-contractors prior to engagement so the Customer can provide its approval or disapproval. Further, the Supplier may assign its rights under this Agreement without consent upon giving written notice to the Customer, provided that in the event of such assignment the Customer shall be entitled to terminate this Agreement upon giving not less than one month's written notice to the Supplier at any time within twelve months from the date of the Supplier's notice of assignment to the Customer.
- 15.9. This Agreement is binding upon and enures to the benefit of both parties and their respective successors and assigns.
- 15.10. This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein and the parties agree to submit to the non-exclusive jurisdiction of the courts in Ontario.

15.11. All of the Schedules attached hereto form part of this Agreement.

Schedule 1 – Software Product

Schedule 2 – Services

Schedule 3 – The Fees

Schedule 4 – Personnel

Schedule 5 – IT Helpdesk SLA

Schedule 6 – Software Maintenance Support SLA

Schedule 7 – Hosting Services Level

Schedule 8 – GAP List

Schedule 9 – Privacy Protection Schedule

15.12. Interpretation

In the event of any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise) the terms of the part first appearing below shall prevail to the extent of the inconsistency:

- (a) the terms and conditions of the main body of this Agreement;
- (b) the Invoices or other written notification the Supplier sends to the Customer;
- (c) any other documents expressly incorporated in this Agreement by either Party.

16. **Execution**

As evidence of their agreement to be bound by the terms and conditions set out herein, the Customer and the Supplier have executed this Agreement as of the date first written above.

Legend Recreation Software Inc.

Authorized Signatory

Name:

Title:

Township of North Huron

Authorized Signatory

Name:

Title:

SCHEDULE 1 – Software Product

The Software is the Legend Recreation Management Software suite comprised of (1) Legend core, (2) Legend Online web and smartphone, (3) Legend integration solutions, (4) Legend Vision Server KPI Management Solution, (5) Legend Online Ticketing Solution, (6) Legend Invoicing and Online Debtor Management Solution, (7) LegendFM Facilities Maintenance and Asset Management Solution, (8) Legend LEMS Events Management System, and (9) PowerHouse Energy Management Monitoring & Targeting Software.

S1.1 LEGEND CORE

The Supplier's Core Software, Legend Front of House and Legend Back Office, is a set of applications for use by Authorized Users to manage visitors, registrations, E-POS sales, memberships, bookings, courses, customer retention, programmes, sales, stock control and to control income. The core Software consists of the following categories of components:

- | | |
|-----------------------------|------------------------------|
| a. Access Control | j. Customer Retention CRM |
| b. Registrations and Camps | k. Membership Administration |
| c. Bookings | l. Messaging |
| d. Control Panel | m. Programmes |
| e. Credit Card Processing | n. Photo Capture |
| f. Electronic Point of Sale | o. Sales Prospecting |
| g. Fee Collection | p. Sports Courses |
| h. Invoicing | q. Stock Control |
| i. Management Reporting | r. Quick Enrol |
| | s. Wizards |

S1.2 LEGEND ONLINE

The Supplier's secure web Software, Legend Online, comprises the following categories of self-service functionality delivered through secure web portal and secure Smartphone web Apps;

- | | |
|---|-----------------------------|
| a. Join Online Paperless Membership Enrolment | g. Self-Administration |
| b. Messaging | h. Social Media Integration |
| c. Mobile bookings App | i. Timetables |
| d. Online PAR-Q | j. Web Bookings |
| e. Personal Landing Page | k. Web Portal for Parents |
| f. Self Service Kiosk | l. Web Registration |

And the Supplier's full service marketing websites solution, Legend CMS, comprising a full multisite customer facing marketing website solution underpinned by Legend's Content Management system;

- | | |
|---|--|
| a. Content approval (authorisation) system | e. Kiosk configuration and copy |
| b. Email template configuration | f. Membership profile administration |
| c. Feedback forms, contact forms | g. Online Registration |
| d. Images, copy, widgets production and reuse | h. Time based content |
| | i. Warning notices and Website content configuration |

S1.3 INTEGRATION SOLUTIONS

The Supplier's Software includes support for integration solutions such as:

- a. Supplier's full API library
- b. 3rd party software solutions
- c. Access control systems
- d. Address validation
- e. Finance Package (financial) integrations
- f. Internet Card Payment
- g. Pin Pad Payment
- h. Websites

S1.4 LEGEND VISION SERVER KPI SOLUTION

The Supplier's Legend Vision Server KPI Management Software, a powerful analysis solution used for daily KPI management, business intelligence reporting and targeting and alerting functions. The system is designed to work with multiple data sources to provide broad ranging, live KPI management for the organisation in real time and period-on-period comparison versus budgets or targets, which can be entered into the system. Real time alerts and digital dashboard presentations alert management to exceptions or performance versus target. Examples include bookings performance, compliance tracking, data quality, fraud alerting, income analysis, manager check-listing, marketing analysis, productivity analysis, retention analysis, sales analysis.

S1.5 TICKETING SOLUTION

The Supplier's Online Ticketing Solution for selling tickets online.

S1.6 INVOICING AND DEBTOR MANAGEMENT SOLUTION

The Supplier's Invoicing and Debtor Management Solution for custom invoice generation, branded invoicing with secure payment service link for online card payment, creditor configuration including configurable payment terms, statements production with secure payment service link for online card payment, debtors tracking and aging with task management for the administration team.

S1.7 LEGENDFM FACILITIES MAINTENANCE SOLUTION

The Supplier's browser based and tablet based Asset Management, Facilities Maintenance, Reactive Maintenance and Duty Manager Checklist system.

S1.8 LEGEND LEMS EVENTS MANAGEMENT SOLUTION

The Supplier's LEMS Events Management Solution for booking, selling and managing events including F&B and room bookings accommodation.

S1.9 POWERHOUSE ENERGY MANAGEMENT MONITORING & TARGETING SOLUTION

The Supplier's energy management and carbon footprint reduction software, PowerHouse, which provides an integrated system incorporating smart meter utility readings with patronage data from the Legend core solution, and automatic capture of external factors such as temperature and humidity to evaluate facility efficiency and to measure the savings and return on investment of improvements, and alert management to problem areas such as equipment faults causing high consumption and to detect issues such as pool leaks.

SCHEDULE 2 - Services

The Services on offer include (1) the Software managed service, the all-inclusive managed service provision of the Software on Supplier's own serving infrastructure, (2) the all-inclusive managed service provision of certain Customer systems: firmware, desktop software and file serving, on Supplier's own serving infrastructure, (3) support services for each of the Software and the managed services, (4) Maintenance Support, (5) Implementation services, (6) Disaster Recovery, (7) Software development services.

S2.1 SOFTWARE MANAGED SERVICE

The Service shall consist of:

- i. Provision of the Software on Supplier's hosted servers and facilities
- ii. Provision of all server hardware and hosting facilities including but not limited to server racks, domain controllers, database servers, application servers, web servers, file servers, email servers, Storage Area Networks ("SANs"), communication and security equipment, fully redundant Tier 3 hosting facilities such as Uninterruptable Power Supply ("UPS"), fire suppression, air conditioning, primarily hosted in Rogers Data Centres, Kanata Ottawa and Markham Toronto
- iii. Provision of server connectivity to the Internet
- iv. Provision and ongoing maintenance support and patching of server operating system software
- v. Ongoing maintenance and support of hosting systems and Anti-Virus
- vi. Implementation, management, support and monitoring of server facilities, including, but not limited to, Servers, Firewall, Operating Systems, Anti-virus software, Network Connectivity
- vii. Backup of data and databases and in event of Disaster (refer S2.6 below), restore of data
- viii. Extended Hours IT Helpdesk.

S2.2 CUSTOMER SYSTEMS MANAGED SERVICE (OPTIONAL)

The option of Customer Systems Managed Service is for solutions over and above the provision of the Supplier's Software. The Service, if taken up, shall consist of:

- ix. Provision of certain Customer infrastructure software (such as MS Exchange Server), desktop, email and file serving on Supplier's hosted servers and facilities

The following items are provided in relation to item (ix) above:

- x. Provision of all server hardware and hosting facilities
- xi. Provision of server connectivity to the Internet
- xii. Provision of server operating system software, Anti-Virus and the option of Spam Filtering (applicable if email service ordered)
- xiii. Implementation, management, support and monitoring of server facilities, including, but not limited to, Servers, Firewall, Operating Systems, Anti-virus software, Spam filtering, Network Connectivity
- xiv. Backup of data and databases and in event of Disaster (refer S2.6 below), restore of data

- xv. Extended Hours IT Helpdesk supporting all users
- xvi. The option of MS SharePoint Services hosting by Customer (unlimited users) with SSL 128-bit encryption, Anti-Virus, extended hours support all included.

S2.3 SUPPORT

The Supplier will provide extended hours manned IT help desk support (first line), second line and third line support. See SCHEDULE 5: IT HELP DESK SLA

S2.4 SOFTWARE MAINTENANCE SUPPORT

The Supplier will provide any error corrections, updates and upgrades with respect to the Software, all as described in SCHEDULE 6: SOFTWARE MAINTENANCE SUPPORT SLA

S2.5 IMPLEMENTATION SERVICES

The Supplier shall provide the rollout installation services for the Customer in a joint team to be mutually agreed. The Services (non-exhaustive list) include;

- S2.5.1 Business Process Analysis
- S2.5.2 Consultancy
- S2.5.3 Database Migration
- S2.5.4 End User Training
- S2.5.5 Enhanced Support over implementation period
- S2.5.6 Project Management
- S2.5.7 Software Development

S2.6 DATA BACKUP AND DISASTER RECOVERY SERVICE (OPTIONS)

Overview

The Disaster Recovery (DR) service is an additional provision above the Supplier's high availability primary hosting systems. The Supplier's high availability primary hosting facilities are provisioned and configured with enterprise level redundancy and high availability features. As an additional precaution, the Supplier has invested in substantial Data Backup and DR systems capacity, incorporating two Tier III Certified Canadian data centres, one primary and one secondary, to ensure continuity in event of an outright Disaster at the primary data centre.

The standard Data Backup and DR service is included at no additional charge to all customers in the standard Licence Fee. Higher service levels are available at additional cost, as described below.

The Supplier's Data Backup and Disaster Recovery service incorporates SAN storage systems securely connected between primary and secondary data centre sites in a live: standby configuration. The secondary (standby) site, where the backed up data is securely stored, has secondary Legend hosting facilities with SAN, servers and networks, on standby, ready to be deployed in emergency.

Supplier data centres are modern, purpose built major facilities, specified to the highest TIER III (or above) standards.

Disaster

The Supplier will provide certain services and facilities to ensure certain standards and procedures are met in event of Disaster as follows.

S2.6.1 Disaster: A serious event at the primary data centre affecting the Supplier's ability to provide the Software (and managed services) to the Customer, such as;

S2.6.1.1 any event resulting in the sustained inoperability of Supplier's primary hosting facilities (such as natural disaster, flooding, fire, accident, theft or destruction of infrastructure)

S2.6.1.2 any event resulting in the sustained inability of the Supplier's organisation to provide the Services (such as natural disaster, fire, accident, destruction of infrastructure, untenable loss of power)

S2.6.2 Customer Obligations in event of Disaster: Where applicable, Customer will immediately notify Supplier of suspected Disaster. Customer will immediately notify Supplier of any changes to procedures or steps being taken to manage the Disaster. Customer will take steps to work offline until Supplier has implemented DR.

S2.6.3 Supplier Obligations in event of Disaster: Where applicable, Supplier will immediately notify Customer of suspected Disaster. Supplier will issue Customer with instructions and plans confirming DR procedures being implemented by Supplier.

S2.6.4 DR Service Options

STANDARD DR OPTION (NO ADDITIONAL COST)

- i. Supplier will ensure backup of Customer database to SAN storage on a daily basis,
- ii. Supplier will ensure offsite backup of Customer database to secondary SAN storage at Supplier secondary hosting location (the DR site) on a daily basis,
- iii. In event of Disaster, Supplier will use reasonable commercial efforts to ensure that;
 - a. the latest available copy of the Customer database is restored to the secondary system
 - b. Customer can access Supplier secondary system which shall have capacity for at least two users in order for Customer to run key business, financial processes and reports
 - c. Supplier will at its own expense immediately begin the rebuild and, if necessary, procurement of systems, in order to restore to full capacity Software and managed services for Customer. Supplier will make available to Customer the restored capacity as it becomes available so that Customer can restore operations progressively without waiting for full capacity to be reached.

The maximum data loss (database Recovery Point Objective ("RPO")) on the standard DR option is 24-hours (**24-hours RPO**). The secondary system will be accessible by two of Customer's users within 48-hours of Disaster (Recovery Time Objective ("RTO")) (**48-hours RTO**) and restored to full capacity within **10-days** of Disaster.

NON-STANDARD DR OPTIONS (ADDITIONAL COST)

Supplier will maintain additional DR systems capacity and increased frequency of Data Backup. These options are in addition to the SLA offered in the standard option and as such incur an additional cost (refer SECTION S3.6):

OPTION A2: Supplier will maintain the DR facility with capacity for all Customer's users and real time replication of data. The frequency of offsite data backups will be real time through replication. The maximum data loss on Option A2 is 30-minutes **(30-minutes RPO)**. The secondary system will be accessible by all users within 24-hours of disaster **(24-hours RTO)**.

SUMMARY TABLE

FEATURE	STANDARD	OPTION A2
Backup database	yes	yes
DR site backup of database	yes	yes
Frequency of offsite backup	daily	real time
Maximum data loss (RPO)	24-hours	30-mins
RTO (limited capacity)	48-hours	n/a
RTO (full capacity)	10-days	24-hours

NOTES

Optional levels of DR SLA are available on application at additional cost.

All durations based on Supplier hosting facilities and Software being available and do not include changes to any settings at Customer local sites/facilities which are the Customer's responsibility.

All days or hours referred to are based on Business Days.

Optional Services

The Supplier offers certain added value services which can be contracted to as optional services, each of which is subject to its own notice period and can be added or removed from the scope of services to be provided by Supplier based on the notice period listed against each service.

S2.7 SOFTWARE DEVELOPMENT SERVICES RETAINER (OPTIONAL)

The Supplier offers two options for software development resourcing: ad hoc development and retainer. Ad hoc development is subject to availability of resources whereas a retainer allows the Supplier to assign resources in advance. The Supplier offers preferential commercial terms for software development services provided on a monthly retainer basis. The provision of software development services in a retained structure ensures that capacity is reserved for Customer in order to drive Customer projects without standard lead times for resourcing.

Ad hoc development prices are dictated by the number of days ordered at a time. The retainer price structure is based on an estimated number of days required in a period, with a fair mechanism for managing excess days used or under used on a rolling basis.

S2.7 (a) SOFTWARE DEVELOPMENT RETAINER OPTION

The Supplier contracts with Customer to deliver a predetermined fixed average number of development days per month for a minimum period of 12-months. The process governing any uneven draw of days ensures fairness to both parties.

- (i) The process for carrying over unused man-days where the balance carried over is less than the contracted number of days average cumulatively:

These will be banked to be credited against future requirements. Any credit in this regard must be utilised within one year.

- (ii) The process for carrying over overused man-days where the balance carried over exceeds the contracted number of days average cumulatively:

A. Where this figure is equal to less than the contracted number of days on average it will be carried over to be debited against the potential shortfall in a future month, up to a cumulative total of one month worth of development retainer, above which Customer will either make arrangements to increase the number of days retained for development or pay the excess days. In this event, the excess days will be paid at the same rate as this Development Services Retainer listed in SCHEDULE 3.

B. Where this cumulative total exceeds one full month worth of development retainer, and Customer does not increase retained days, the Customer will automatically issue a retroactive Purchase Order and pay for the excess days at the same rate as the current Development Services Retainer listed in SCHEDULE 3.

S2.7 (b) TERM AND TERMINATION FOR THE DEVELOPMENT RETAINER OPTION

Minimum term 12-months. Rolling 3-months' notice after 12-months. A minimum of one calendar months' notice is required to resource any change in retainer days.

SCHEDULE 3 – The Fees

The Fees include (1) the Supplier Software Managed Service, the all-inclusive managed service provision of the Software on Supplier's own serving infrastructure, (2) the Customer Software Managed Service, the all-inclusive managed service provision of certain Customer systems: firmware, desktop software and file serving, on Supplier's own serving infrastructure, (3) support services for each of the Software and the managed services, (4) maintenance support, (5) implementation Services, (6) Disaster Recovery, (7) software development services.

S3.1 THE SOFTWARE MANAGED SERVICE

The Customer shall pay for the Software Licence by it being incorporated into an inclusive monthly rental model described below. The software managed service fee shall include the Software, included 3rd party systems and licences such as server operating systems, SSL Certificates, enterprise database licences, standard SLA, Maintenance Support, extended hours manned IT help desk support, servers hosting and standard DR, systems administration and support, and upgrades.

The monthly Software managed service Fees for the use of the Legend system will be raised on an all-inclusive licensing model per Concurrent User as measured at peak. For clarity, this means you can set up as many users as you like). Additional Concurrent User licences will be accessible on Customer authorisation.

The Fees will be applied at a fixed rate from the 1st licence as follows;

(a) CORE SOFTWARE MANAGED SERVICE

The all-inclusive licence with unlimited authorized users and up to **5** active Concurrent Users, licence fee as follows:

Core Licences: **\$155.00**¹ per month

¹ The cost per additional licence if applicable is **\$155.00** per month.

(b) WEB SOFTWARE

Supplier's secure self-service web sites and Smartphone Apps Software solution licensing, secure hosting and support per site per month. For clarity, this licensing incorporates all Legend Online services such as web bookings, join online, registrations, timetables, messaging, contact landing page and Smart Phone Apps.

All-inclusive cost per site per month:

\$180.00

(c) KIOSK SOFTWARE

The Supplier's Kiosk solution is a Software fee of **<<amount>>** per kiosk per month. The solution includes Legend's proprietary kiosk browser and keyboard software and the kiosk web services including Payment Services integration.

(d) INTEGRATION SOLUTIONS

The Supplier's Integration Solutions Fees are each based on the complexity, scope of the solution produced, and support and maintenance load of the integration solution.

Fees are as follows:

- Access control systems
 - Nortech @ no charge
 - Gantner Biometric @ **\$95.00** per month
- Bank Account code validation @ no charge
- Financial / Accounts systems
 - Standard integration @ no charge
- HR systems @ no charge
- Internet Card Payment (ICP) @ no charge
- Loyalty (Bounts, Perkvile) @ no charge
- Mass emailers (DotMailer, Brief Your Market, Mailchimp) @ **\$50.00** per month
- Postal Code Lookup @ no charge
- Shibboleth @ no charge
- Social Media @ no charge

(e) VISION SERVER

The Supplier's Vision Server KPI Management Targeting and Alerting Software is provided separately at **\$95.00** per month.

LICENCE COST SUMMARY

SUMMARY TABLE OF LICENCE COSTS BASED ON OPTIONS TAKEN

Item No	Description	Qty	Unit Price	Discount	Line Total
1	Legend Core Licence	5	\$155.00	\$0.00	\$775.00
2	Legend Online e-Commerce Web Solution	1	\$180.00	\$0.00	\$180.00
3				\$0.00	\$0.00
4				\$0.00	\$0.00
SUBTOTAL:			\$335.00	\$0.00	\$955.00
NET Amount:					\$955.00
TAX (13%)					\$124.15

TOTAL: \$1,079.15

S3.3 THE SUPPORT SERVICES

The Support Services (manned help desk support) are included at no additional charge into the Fees described in S3.1 and S3.2.

S3.4 SOFTWARE MAINTENANCE SERVICES

The Supplier's Software Maintenance Services are included at no additional charge into the Fees described in S3.1 and S3.2.

S3.5 IMPLEMENTATION SERVICES

The Supplier's standard daily rate for implementation services is **\$1000.00** per day. The Supplier has established special rates for the Customer project at **\$850.00** per day. The Customer will be responsible for delivering certain services and personnel such as for super users, for assisting hand-holding support on go live and post implementation audit visits.

IMPLEMENTATION AND MIGRATION SERVICES FEES

Item No	Description	Qty	Unit Price	Discount	Line Total
1	Database Migration	1	\$850.00	\$0.00	\$850.00
2	Installation and Configuration of System	0.5	\$850.00	\$0.00	\$425.00
3	Setup and Branding of e-Commerce Online Services	1.5	\$850.00	\$0.00	\$1,275.00
4	End User Training (Onsite)	2	\$850.00	\$0.00	\$1,700.00
5	Super User Training (Onsite)	3	\$850.00	\$0.00	\$2,550.00
6	Online Services Training (CMS) (Onsite)	0.5	\$850.00	\$0.00	\$425.00
7	Go Live Hand Holding (Onsite)	2	\$850.00	\$0.00	\$1700.00
8	Business Process Review	1	\$850.00	\$850.00	\$0.00
9	Configuration Support	1	\$850.00	\$850.00	\$0.00
10	Finance Integration	2	\$850.00	\$0.00	\$1,700.00
11	Project Management	3	\$850.00	\$2,550.00	\$0.00
12	Access Control Site Evaluation	1	\$850.00	\$0.00	\$850.00
13					
13					
SUBTOTAL:			\$9,350.00	\$4,250.00	\$11,475.00
					NET
					Amount: \$11,475.00
					TAX (13%): \$2,295.00
					TOTAL: <u>\$13,770.00</u>

NOTES

1. The reduced number of training days is based on Customer requirements and Supplier experience. The days allotted assumes that all of the Customer staff attend training and that the Supplier will run one full training course over the period. Additional training days are available on application.
2. The Supplier will provide Training Staff to deliver one group training session for all end users over the period of days at the Customer's suitable location to be provided by the Customer.
3. One on-site hand holding day per Site. This effort could be reduced if the Customer's super-users can deliver this key service instead.
4. Training equipment (up to 10 PCs, training database, projector) can be provided for the training. This is an optional service at no charge for hire. The shipping costs will be charged to the Customer at face value.
5. Assumes a standard migration data set from the legacy database, Customer to supply data in spreadsheet, format provided by the Supplier.
6. Includes set up of new Customer database on server, configuration of prices, inventories, business rules.
7. The above costs exclude shipping costs if required.
8. If applicable, Setup of Legend Online e-Commerce services includes branding, configuration of business rules, social media integration and deployment.
9. All prices exclude any applicable taxes, to be added as required.
10. Local (Canadian) expenses for site visits are recharged at cost per clause 4.4 of this agreement.

S3.6 DISASTER RECOVERY SERVICES

The following all-inclusive monthly Fees apply to the respective options:

Option A: \$0 (included in Services S3.1 and S3.2)

Option A2: <<amount>> per month, plus one off set up fee of <<amount>>

The Service Period applicable for billing of all Services described in S3.6 is monthly.

S3.7 SOFTWARE DEVELOPMENT SERVICES

The Supplier will supply Customer with Software Development Services if applicable. Development services are charged based on the number of days of effort required. Supplier will establish a fixed cost estimate of effort based on the Specification. Providing there is no change to specification then the Supplier will apply the Fee based on the cost estimate provided. This is done on the Supplier's own risk (even if the project overruns).

(a) AD HOC DEVELOPMENT (OPTIONAL)

1- 9 days	\$995.00 per day
10 days+	\$850.00 per day

(b) DEVELOPMENT RETAINER (OPTIONAL)

Development Services retainer is available on a monthly Fee based on terms described in S2.7 (minimum five days per month).

5 days	\$795.00 total per month
--------	--------------------------

The Service Period applicable for billing of all Services described in S3.7(b) is monthly.

(c) GAP LIST DELIVERY

Supplier commits to produce in good faith as a key project deliverable the Gap List functionality defined in SCHEDULE 8. Supplier commits to include a penalty for non-delivery on the following terms;

i. PENALTY FOR NON-DELIVERY

If the Supplier has not delivered the Gap List functionality by the end of the month due, then a 25% discount on all Licence fees will be applied from the following month onwards, until delivery. If the Gap List functionality is not delivered within six months after due date, a 40% discount shall apply to all Licence Fees from month seven onwards.

ii. DELIVERY

The functionality will be deemed to have been satisfactorily delivered and produced, and the Supplier's obligations in respect of this clause S3.7(c), and in particular, S3.7(c)(i), met, once the functionality is demonstrated successfully on Customer testing database or once the Supplier can demonstrate the functionality running in production, whichever is sooner.

iii. CHANGES IN SPECIFICATION OR PRIORITIES OF WORK

Any changes in the specifications of Gap List functionality will result in the associated penalty terms being nullified. Any new functionality not listed in the

Gap List which is deemed by the Customer to be of a higher priority than the Gap List functionality will result in the penalty terms being nullified.

SCHEDULE 4 - Personnel

S4.1 SUPPLIER

(a) Supplier Account Team

Project Director	James O'Brien
Project Manager	Andy Lelean
Account Manager	Jonathan Barlow
Support Manager	Chris Stephenson

TEL Number: TBC

- (b) Supplier's Project Manager: Andy Lelean
- (c) Supplier's Support Contact: Chris Stephenson
- (d) Supplier's Service Manager: Ben Stafford
- (e) Supplier's Account Manager: Jonathan Barlow

S4.2 CUSTOMER

(a) Customer Account Team

Project Director	Pat Newson
Project Manager	Richard Al
Project Representative	
Project Representative	

TEL Numbers:

- (d) Customer's Project Manager:
- (e) Customer Support Representative:
- (f) Customer Business Analyst:

SCHEDULE 5 – IT Help Desk SLA

S5.1 CUSTOMER BUSINESS REQUIREMENTS

- Extended hours telephone support to cover centre operating hours on business days and also on public holidays and weekends
- Notification service for major incidents
- Incident reporting and trend analysis

S5.2 IT FUNCTIONS SUPPORTED BY LEGEND IT HELP DESK (LHD)

- Hosted services hardware, servers, network
- Server system hardware and operating systems
- Legend Software
- Hardware client peripherals (printers, POS scanners, Web Cams)
- Escalation of hardware issues to field support engineers
- Help desk software package (LHD System)

S5.3 COVERAGE

First line support coverage is provided on extended hours. In addition to this, the Supplier's second and third line engineers are on standby to receive escalated incidents during business hours.

Hours of Operation (All Canada Time Zones)

BUSINESS DAYS 06:00 am to 10:00 pm	NON-BUSINESS DAYS 08:00 am – 8:00 pm
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NOTE

This Hours of Operation will be increased to cover 24x7x365 in early 2017 and will be available as an Optional Service.

S5.4 SUPPORT BASE

- All authorized local site and head office users
- Key supplier contacts (must be provided in writing, mutually agreed)

S5.5 SUPPORTED USERS – PRODUCT KNOWLEDGE

Support is offered by Supplier on the understanding that Users have been trained by a Certified Trainer. Supplier reserves the right to insist on formal training of a user or group should incident tracking reveal insufficient product knowledge to perform their role. Formal training will be provided by the Supplier at the Customer's cost.

S5.5 MEDIA

Traditional lines of communication will apply to the majority of incidents logged (telephone, web query, email).

Web Portal available for submitting an Online Support Request.

S5.6 TOOLS

- Telephone system, call forwarding, messaging, exchange server
- Terminal Services, VNC and PC Anywhere
- Network monitoring tools (where available)
- Help desk package, logging, email automation, reporting
- Knowledge database and FAQ

S5.7 WEB ENTRIES / ONLINE SUPPORT REQUESTS

Web Entries also known as Online Support Requests are automatically assumed to be non-urgent in the context of major system down time incidents. Web Entries are acknowledged automatically by email. Response to a Web Entry will be a call within three (3) working hours. The severity and type of the incident will dictate the response with regard to an incident being raised. Replies will be by call or email, with standard escalation procedures applying.

S5.8 INCIDENT LOGGING PROCESS

New incidents can only be accepted by LHD (as opposed to other channels of communication such as directly to management).

All incidents regarding the Software and/or supported IT equipment must be logged in the first instance with LHD. No other department or individual within the Supplier can accept new incidents being logged with them, nor will any support be given without having first followed this process.

Updates regarding incidents can and should be obtained via LHD. However, if Customer has any concerns regarding individual incidents or the support process, this can be escalated or brought to the attention of: the Supplier's Support Contact, the Service Manager or the Account Manager (SCHEDULE 4).

S5.9 NETWORK OUTAGES

The most common reason for a major outage is a network problem. The network problem could lie with the local site, the WAN / infrastructure, or the hosting centre. Other possible, but far less likely reasons for major outages, are hardware failures and software failures of the operating system or the application.

In all major outages, the most important thing is to ensure productivity of users. It is advised that documented, manual processes be made available to users to allow them to work when the system is offline, however, the notification of faults and immediate notification of service being resumed is vital. Where the fault lies with the hosting centre communications, or nationwide network issues, the LHD will be responsible for communicating the existence and resolution of such incidents.

(a) Network failure

Supplier will record and escalate to Customer's service provider all recorded network issues, tracking each case to resolution.

(b) Offline Capacity – Notification by LHD

Should connectivity to the Supplier's central servers resource be interrupted during a customer network issue, the 'Offline' resource will be used as a directory of contacts for the purpose of keeping the customer updated of ongoing issues.

S5.10 INCIDENT LOGGING NUMBERS

Every incident is automatically allocated an incident number by the LHD System. This incident number is used by the Customer and Supplier to track calls, incidents and the effectiveness of process and service levels. The process whereby incident numbers are generated by the LHD System is as follows: Inbound call, details are captured into a new incident form, form is saved once mandatory fields have been captured, only then is an incident number generated by the system. However, this means that there is an original and unique incident number for every single incident. Once the incident has been captured, all future communication between parties must refer to the incident number. Note: The LHD will endeavour to provide an incident number for each call; however it is the responsibility of the caller to ensure they have an incident number for their call.

Detailed Summary:

- i. All calls logged and immediately allocated an incident number.
- ii. The number is automatically generated by the LHD System.
- iii. LHD communicates incident number as a distinct step to the caller during the call.
- iv. Incident number will be referred to in all future correspondence.

S5.11 RESPONSE TO INCIDENT TIMES

S5.11(a) Supplier will strive to fix all issues in the shortest times possible. Some software issues may be resolved by inclusion in a future software release. No definite timeframe can be given for this.

S5.11(b) Where an incident remains within the remit of the first line team (i.e. the team has the ability to resolve the incident without escalation), the below times are to be considered as resolution times.

Critical Priority:	3 Hours
High Priority:	24 Hours
Medium Priority:	3 Business Days
Low Priority:	30 Business Days

In cases where there is an impending breach of the SLA resolution times, a notification will be sent to the relevant parties. The nominated customer support representative will negotiate and sign off any breach with the Supplier's Service Manager or Supplier's Support Contact prior to the agreed resolution date (see SCHEDULE 4).

S5.12 INCIDENT PRIORITY

Level 1 – Critical	There is significant business or financial risk. The majority of users cannot perform their jobs. There is no acceptable work around.
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Level 2 – High	There is significant business or financial risk. The majority of users cannot perform their jobs. There is an acceptable and implemented work around.
Level 3 – Medium	There is a small business or financial risk. A minority of users cannot perform some parts of their jobs. There may or may not be an acceptable work around.
Level 4 – Low	There is minimal business or financial risk. A small number of users may not be able to perform a small portion of their job. The issue may only affect one or two users.

S5.13 COMMUNICATION RESPONSE TIMES

Supplier aims to respond to support queries as quickly and efficiently as possible. The following times are the maximum durations that Supplier aims to respond within.

Telephone	The average time (weekly) of callers waiting to speak to an engineer shall not exceed one minute.
Voicemail	Aim to return Voicemail within 30 minutes (except in event of major service outage in which case all affected users will be kept updated)
Email	Email return response within 4 Working Hours.
Web Entries	Immediate auto response with Incident Number. Telephone response within 3 Working Hours.

S5.14 PASSWORDS

Customer's password authorisation line manager: <<**Richard AI**>>

All end users must first register on the password reset portal. In exceptional circumstance beyond that, requests for password changes must be authorized by the applicable line manager as detailed above. All requests for password resets must be in writing (email is acceptable).

Once a user has changed their password, the system administrator cannot recover that password.

S5.15 REQUESTS FOR CHANGE

A request for a change to the Software must be raised by the nominated Customer contact. Such requests for new functionality or modifications to existing functionality will be considered for development and possible implementation into a quarterly release.

Inclusion of these requests is at the discretion of the Supplier.

Requests for changes to the Software can also be accepted as paid work. Such requests should be directed to the Supplier's Account Manager.

S5.16 ITEMS NOT COVERED IN THIS SLA

- Third Party software functionality

S5.17 REVIEW

This SLA is to be reviewed every three months from inception date. Any amendments outside of the review dates must be signed off by the nominated Customer contact & the Supplier's Service Manager.

S5.18 FAILURE TO MEET SERVICE LEVELS

- S5.18(b) If the Supplier fails to meet the Support Service Levels in respect of category "1" or "2" Errors on any occasion, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) on equal to three (3) months of the Fees attributable to the provision of the Support Services;
- S5.18(b) If the Supplier fails to meet the Support Service Levels in respect of category "3" Errors more than twice in any six (6) month period of the Initial Period, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) equal to two (2) months of the Fees attributable to the provision of the Support Services;
- S5.18(c) If the Supplier shall persistently fail in the Customer's opinion to meet the Support Service Levels in respect of category "4" Errors, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) equal to one (1) month of the Fees attributable to the provision of the Support Services.

SCHEDULE 6 – Software Maintenance Support SLA

S6.1 CUSTOMER DATABASES

Supplier will maintain three separate databases for Customer, an acceptance testing database, a training database and the live production database. These databases will be clearly demarcated and identified.

S6.2 SOFTWARE RELEASES

In the event of major upgrades of the Software provided by Supplier, Supplier shall inform Customer of proposed upgrades and a Schedule shall be agreed. Supplier shall be responsible for maintenance arrangements for software provided by them for the Service. Supplier shall maintain the software to the patch level recommended by the software authors – for example: Windows software as supplied by Microsoft.

S6.3 SOFTWARE MAINTENANCE SUPPORT SERVICE LEVELS

For incidents escalated beyond first line team, where the LHD cannot provide a resolution as per S5.11(c), the Supplier will provide Software Maintenance Support to the service levels listed below;

1. Technical Support

- 1.1. Supplier shall provide Customer with technical support for the Software. The support that Supplier shall provide Customer includes telephone, fax, Email, and online support regarding use of the software and resolution of Errors during the Business Day.
- 1.2. Support Response. Supplier shall use all commercially reasonable efforts to ensure the Software is always available during Extended Hours, subject to scheduled downtime for maintenance purposes for which it shall provide Customer with a minimum of three (3) Business Days advance notice. Any such downtime shall be scheduled at times that minimize the impact to Customer's business. Supplier will assign all Customer requests for Error support with one of four Severity Codes (1, 2, 3 or 4). Severity Codes are ranked in order of the severity of their impact to the Customer. Severity Codes are assigned to problems or Issues strictly on the basis of their symptoms and not according to frequency of occurrence, likelihood of being seen or difficulty of reproducing. A Supplier Support Agent will confirm that the correct Severity Code has been assigned based on the information provided to Supplier by the Customer. The Severity Codes will dictate the timing and nature of the response as follows, with all appropriate or additional resources which are assigned or provided to Customer to be at the sole cost and expense of Supplier.

(a) Severity 1 – Critical.

- i. Customer's production use of the Program is stopped, or there is an application Outage and no Workaround exists.
- ii. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification by means of Telephone call to a Supplier Customer Support Agent during Regular Business Hours or within one (1) hour outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up

response to Customer within one (1) hour of the Initial Response during Regular Business Hours or within two (2) hours of the Initial Response outside of Regular Business Hours. With the follow-up response, Supplier will identify the appropriate resources who will work exclusively to resolve the problem. Supplier will assign additional resources as needed to resolve the problem.

- iii. Resolution Goal: Supplier shall use reasonable endeavours to provide a Fix or Workaround within twenty-four (24) hours of Customer's report of the problem.

(b) **Severity 2 – Significant Impact.** Customer's production use of the Program is severely disrupted or impaired and there is no Workaround.

- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification by means of a Telephone call to a Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up response to Customer within four (4) hours of the Initial Response during Regular Business Hours or by the following day for Issues reported outside of Regular Business Hours. With the follow-up response, Supplier will identify the appropriate resources who will work exclusively to resolve the problem. Supplier will assign additional resources as needed to resolve the problem.
- ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide a Fix or Workaround within two (2) Business days of Customer's report of the problem.

(c) **Severity 3 – Some Impact.** Customer has minor loss of operational functionality. Important Program features may be unavailable, but there is a Workaround; or, less significant Program features are unavailable with no reasonable workaround.

- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification to an Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up response to Customer within eight (8) hours of the Initial Response during Regular Business Hours or by the following Business day for Issues reported outside of Regular Business Hours.
- ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide a Fix or Workaround within five (5) Business days of Customer's report of the problem. If Supplier cannot resolve the problem within five (5) business days, Supplier will continue to keep the Customer informed of the resolution status regarding the potential for a Fix or Workaround by the next Scheduled software maintenance release.

(d) **Severity 4 – Minimal Impact.** Customer requests information, an enhancement or documentation clarification regarding the Program or there is

minimal impact to the operation of the Program. Customer's production use of the Program is not being impeded.

- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification to a Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After researching the question or investigating the problem, Supplier will provide a follow-up response to Customer within four working days of the Initial Response during Regular Business Hours and the same for Issues reported outside of Regular Business Hours.
 - ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide an answer to the question within five (5) Business days of Customer's report of the problem or to provide a Fix or Workaround by the next Scheduled software maintenance release. If Supplier cannot answer the question within five (5) business days or resolve the problem by the next Scheduled software maintenance release, Supplier will continue to keep the Customer informed of the resolution status.
- 1.3 Escalation. For critical or emergency Issues (Severity 1 and Severity 2), Customer's Legend Administrator should contact Legend's Customer Support Manager to report the problem. In the event the Legend Customer Support Manager cannot be reached, Customer's Legend Administrator should contact Legend's Director of Customer Support to report the problem. In the event Legend is unable to resolve a problem within the specified resolution timeframe, Legend's appropriate Company Director will contact Customer's Legend Administrator within twelve (12) hours after the specified resolution timeframe has expired to discuss the Issue and the next course of action.
- 1.4 Customer Cooperation. Customer acknowledges that Supplier may not be able to resolve an Error if Customer does not use all reasonable efforts to cooperate with and assist Supplier in resolving the Error (including, without limitation, in replicating the Error, in retrieving workstation, server and log file data relating to the Error, and in providing Supplier with remote access to Customer's installation for support purposes).

SCHEDULE 7 – Hosting Service Levels

Supplier shall ensure that the Service equipment conforms to relevant operating standards required to deliver the Services to a suitable commercial quality and capacity (N+1 or more) at all times. Should the contracted number of users increase, Supplier shall increase the capacity configuration as required at no cost to Customer.

S7.1 SUPPLIER HOSTING OVERVIEW

Supplier's hosting facilities are spread across two separate data centres providers in Canada. All Solution equipment in both centres is owned and managed by the Supplier.

S7.2 SUPPLIER HOSTING EQUIPMENT AND FACILITIES

Supplier shall be responsible for all provisioning and maintenance arrangements for equipment provided by it for the Service.

All equipment is protected from power surges and failures by in-line UPS devices and on site generators. Backup generators will provide continuous power should the mains supply fail for prolonged periods.

Hosting facilities are protected by fire detection and suppression technology. All Supplier's racks are provisioned with dual feeds for power and data and all equipment configured in a fully redundant high availability configuration.

The Supplier employs HP servers, HP 3PAR StoreServ SANs/NetApp SANs, VMware vSphere Enterprise hypervisor, NetScaler hardware load balancers and Citrix XenApp.

S7.3 DATA BACKUP

Supplier is responsible for the provision of data backup facilities which it shall perform to a strict Schedule ensuring that data is backed up properly and restores regularly tested. The standard backup Schedule shall be at least:

Monday to Thursday:	Incremental
Friday:	Full

SCHEDULE 8 – Gap List

Supplier has identified the following gap list of functionality and technical configuration work required for the Project:

The supplier of payment processing services for on-line payments needs to be mutually agreed to along with the timing of the go-live date. The Township of North Huron currently uses Global Payments, however Legend does not anticipate support for Global Payments until May 31, 2017 if an alternative full or part solution is not agreed upon. Both parties will work toward a mutually agreeable solution that is in the best delivery of the service for the lowest cost, and makes sense for a go-live date for North Huron.

Biometric Scanning and Card Scanning are to be used at access points. Whether the current biometric equipment used by the Township of North Huron is compliant with Legend is unknown until further investigation by Legend. If the scanning and access system equipment is not compliant, the Township of North Huron will work with Legend toward a solution that is satisfactory to the Township.

Integration costs with M2SYS: our daily rate for this standard development work is \$999 exclusive of tax. If the number of days reaches ten to fifteen units then our next price point applies based on volume, which is \$875. So to further clarify with an example: if 5-days, then $5 \times \$999 = \$4,995$, but if ten days, then $10 \times \$875 = \$8,750$. We will fix the cost to no more than fifteen days at our own risk (we would absorb the cost of additional days in the unlikely event it escalated somehow).

SCHEDULE 9 – Privacy Protection Schedule

This Schedule forms part of the agreement between **Township of North Huron** (the "Public Body") and Legend Recreation Software Inc. (the "Contractor") respecting the Software, Service and Support Agreement dated _____, 2016 (the "Agreement").

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the *Freedom of Information and Protection of Privacy Act*, as amended from time to time;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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

BY-LAW NO. 104-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Temporary Easement Agreement between the Corporation of the Township of North Huron
and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the
lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall,
431 Queen Street, Blyth, Ontario.

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 Temporary Easement Agreement between the Corporation of the Township of North Huron and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall, 431 Queen Street, Blyth, Ontario;

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

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

1. That the Reeve and Clerk are hereby authorized to sign and execute on behalf of Council, a Temporary Easement Agreement between the Corporation of the Township of North Huron and 437 Queen Street Corp., to allow temporary easement upon, over, in, under and across the lands of 441 Queen Street Blyth, to conduct renovations to the Blyth Memorial Community Hall, 431 Queen Street, Blyth, Ontario.
2. That a copy of the said Policy 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 7TH DAY OF NOVEMBER, 2016.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF NOVEMBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

TEMPORARY EASEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter the "Transferee")

OF THE FIRST PART

- and -

437 QUEEN STREET CORP.
(hereinafter the "Transferor")

OF THE SECOND PART

This Easement is an Easement in Gross.

WHEREAS the Transferor is the owner of lands described as PT LT 11 PL 168 Blyth as in R287757; Township of North Huron with street address 441 Queen Street, Blyth, Ontario;

AND WHEREAS the Transferee is the owner of lands described as LT 10 PL 168 BLYTH; PT LT 9 PL 168 BLYTH as in BLY3247 & PT 1, 22R3163 Except PT 1, 22R6334; T/W R279455; Township of North Huron, with street address 431 Queen Street, Blyth, Ontario on which is located the Blyth Memorial Hall;

AND WHEREAS the Transferee intends to conduct renovations to the Blyth Memorial Hall and, in doing so, requires access to the lands owned by the Transferee as referred to herein for the period of construction;

AND WHEREAS the Transferor is agreeable to the Transferee having such access under certain terms and conditions;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual promises contained herein, the payment of the sum of TWO (\$2.00) Dollars Canadian by the Transferee to the Transferor, and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

1. The Transferor grants to the Transferee, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement upon, over, in, under and across the lands extending a distance of twelve (12') feet north of the property line between the lands owned by the Transferor and the lands owned by the Transferee as follows:
 - a. The right of free and unimpeded access at all times to the Transferee, its contractors, servants, employees, agents, vehicles, equipment and supplies to and over the lands for all purposes related to the construction activities on the Transferor's property;
2. The Transferor shall have the right to fully use and enjoy the property provided that its use and enjoyment does not interfere with the activities of the Transferee on the property connected with its activities on the abutting lands.
3. The Transferee shall be responsible for any damage caused at any time by its agents or employees to the lands.
4. The parties agree that this is to be a temporary easement to continue from November 1, 2016 to May 1, 2017 or for such further period as the parties may agree.
5. Notwithstanding any rule of law or equity and even though any of the Facilities may become annexed or fixed to the lands, title to the Facilities shall nevertheless remain in the Transferee or the party installing the Facilities under the terms of this Agreement.
6. The Transferee agrees that at the conclusion of this Easement, the Transferee will remove any facilities or structures that have been located on the Transferor's lands to facilitate

the Transferee's construction activities and shall restore and clean up the lands in a good and workmanlike manner.

7. The Transferee acknowledges that the lands may be subject to pre-existing registered rights-of-way and agrees that it will not unreasonably interfere with the rights of those having such existing rights-of-way.
8. The Transferee shall indemnify and save harmless the Transferor with respect to all actions, claims, damages and costs or expenses of whatever kind (including, without limitation, with respect to all liability for environmental contamination and legal fees on a full indemnity basis) that the Transferor may be subject to, incur or suffer as a result of the Transferee's activities and installations on the lands.
9. The Transferor covenants that it has the right to convey this Easement, notwithstanding any act on its part, that it will execute such further assurances of the Easement as may be required and which the Transferee may, at its expense, prepare and that the Transferee shall have quiet possession and enjoyment of the rights, privileges and Easement hereby granted.
10. This Agreement, including all rights, privileges and benefits herein contained shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

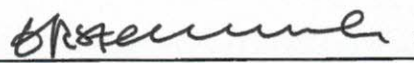
SIGNED, SEALED AND DELIVERED
this day of , 2016.

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

Per: _____
Neil Vincent, Reeve

Per: _____
Kathy Adams, Clerk
We have the authority to bind the Corporation.

437 QUEEN STREET CORP.

Per: 
President – name
GP STEVEN SPARLING

Per: _____
Secretary – name
We have the authority to bind the Corporation.

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 105-2016

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 19, 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 7th day of November, 2016.

READ A THIRD TIME AND FINALLY PASSED this 7th day of November, 2016.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk