

**THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA**



Date: Monday, March 20, 2017
Time: 7:00 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

	Pages
1. CALL TO ORDER	
2. CONFIRMATION OF THE AGENDA	
<i>THAT the Council of the Township of North Huron; accept the Agenda for the March 20, 2017 Council Meeting; as presented.</i>	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. CONSENT AGENDA	
<i>THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.2;</i>	
<i>AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1 Minutes	
4.1.1 Minutes of the Regular Council Meeting held March 6, 2017	6
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5.	PUBLIC MEETINGS/HEARINGS AND DELEGATIONS	
5.1	Dutch - Canadians - Remember as One - Request for Support	65
6.	REPORTS	
6.1	Clerks Department	
6.1.1	Appointment of Weed Inspector	86
	<i>THAT the Council of the Township of North Huron hereby accepts the Clerk’s report on the Appointment of a Weed Inspector for information purposes;</i>	
	<i>AND FURTHER THAT the County of Huron Area Weed Inspector be appointed as the Weed Inspector for the Township of North Huron;</i>	
	<i>AND FURTHER THAT Schedule A to By-law No. 1-2017 Being a By-law to Appoint Statutory Officials to the Township of North Huron be amended to reflect the appointment of the Weed Inspector.</i>	
6.2	Finance Department	
6.2.1	Source Water Protection Amendment No. 3	88
	<i>THAT the Council of the Township of North Huron hereby adopts Amendment No. 3 to the Source Protection Municipal Implementation Fund (SPMIF_1314_026);</i>	
	<i>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 March 20, 2017 Council meeting;</i>	
	<i>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	
6.4	Public Works / Utilities Department	
6.4.1	RFT for Crush, Load, Haul and Spread Maintenance Gravel Award	92
	<i>THAT the Council of the Township of North Huron hereby received the RFT for Crush, Load, Haul, and Spread Maintenance Gravel Award Report as prepared by the Director of Public Works for information purposes;</i>	
	<i>AND FURTHER THAT RFT-2017-002 be awarded to Joe Kerr Limited to crush, load, haul, and spread approximately 19,400 tonnes of Granular ‘A’ crushed gravel, at a cost of \$ 5.32 per tonne, in the amount of \$ 111,309.52 including HST;</i>	
	<i>AND FURTHER THAT the Council authorizes the Reeve and Clerk to sign the contract documentation.</i>	
6.4.2	RFQ for Trade Services Award	94
	<i>THAT the Council of the Township of North Huron hereby receives the RFQ for Trade Services Report as prepared by the Director of Public Works, for information purposes;</i>	
	<i>AND FURTHER THAT that the 2017-2019 work schedule be awarded to the Preferred Contractors indicated on the attached schedules, in accordance with the terms stipulated in the Request for Quotation documents for Trade Services.</i>	

6.5	Fire Department of North Huron	
6.6	Building Department	
6.7	CAO	
7.	CORRESPONDENCE	
7.1	Drinking Water Source Protection - Request Re: Municipal Representative to the Source Protection Committee Central Municipal Grouping.	99
	<i>THAT the Council of the Township of North Huron hereby supports the Ausable Bayfield Source Protection Authority seeking an exemption from the Minister of Environment and Climate Change to the current rule that a Board member of the Conservation Authority may not sit on the Source Protection Committee, to allow the municipal representative for the central grouping, David Blaney, to remain on the Source Protection Committee until late 2018.</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. 20-2017	101
	Being a by-law to authorize designated officials to sign, on behalf of Council, Amendment No. 3 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 No. 20-2017; being a by-law to authorize designated officials to sign, on behalf of Council, Amendment No. 3 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 a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.2	By-law No. 21-2017	105
	Being a by-law to amend Schedule "B" to By-law No. 54 (2007), being a by-law to adopt an Emergency Management Program for the Township of North Huron.	
	<i>THAT By-law No. 21-2017; being a by-law to amend Schedule "B" to By-law No. 54 (2007), being a by-law to adopt an Emergency Management Program for the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	

10.3	By-law No. 22-2017	107
	Being a by-law to amend By-law No. 107-2016; 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.	
	<i>THAT By-law No. 22-2017; being a by-law to amend By-law No. 107-2016; 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, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.4	By-law No. 23-2017	110
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Use Agreement for the purpose of a Wingham Farmers' Market 2017-2019 between the Corporation of the Township of North Huron and The Wingham Farmers' Market Committee.	
	<i>THAT By-law No. 23-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Use Agreement for the purpose of a Wingham Farmers' Market 2017-2019 between the Corporation of the Township of North Huron and The Wingham Farmers' Market Committee; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.5	By-law No. 24-2017	124
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Montgomery Industrial Services Ltd. for the Wingham Town Hall HVAC Upgrades 2017 Project.	
	<i>THAT By-law No. 24-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Corporation of the Township of North Huron and Montgomery Industrial Services Ltd. for the Wingham Town Hall HVAC Upgrades 2017 Project; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.6	By-law No. 25-2017	158
	Being a by-law to appoint a Director of Fire and Emergency Services/Fire Chief for the Township of North Huron.	
	<i>THAT By-law No. 25-2017; being a by-law to appoint a Director of Fire and Emergency Services/Fire Chief for the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
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 (Tax write-off);*
- *Personal matters about an identifiable individual, including municipal or local board employees (Administration Staff);*
- *A proposed or pending acquisition or disposal of land by the municipality or local board (Blyth Property).*

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

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

- 13.1 Request for Tax Write-Off
- 13.2 Personnel Matter - Administration Staff
- 13.3 Property Acquisition - Blyth

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 26-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron. 159

THAT By-law 26-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

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, March 6, 2017
Time: 7:04 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
Jeff Molenhuis, Director of Public Works
Kirk Livingston, CBO/Property Standards/Zoning
Connie Goodall, Economic Development Officer
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Denny Scott, Citizen
Bart Cameron, North Huron Rep., Westario Power
Lisa Milne, President/CEO, Westario Power
Joe Hallahan, Bryce Toll, Vaughan Toll, Margaret Vincent,
Wayne Cantelon, Dirk Nauwelaerts

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:04 pm.

2. CONFIRMATION OF THE AGENDA

M098/17

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron; accept the Agenda for the March 6, 2017 Council Meeting; as presented.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

3.1 Councillor Seip - Bills and Accounts

Declared a conflict on Item 4.2.1 due to a cheque being payable to his spouse, who is an employee in the child care department.

4. CONSENT AGENDA

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held February 21, 2017

4.1.2 North Huron Police Services Board Meeting Minutes January 17, 2017

4.1.3 Blyth BIA Board Meeting Minutes January 11, 2017

4.1.4 Blyth BIA Board Meeting Minutes February 1, 2017

4.2 Reports

4.2.1 Bills and Accounts

4.2.2 Council Statement of Remuneration and Expenses

4.2.3 Clerk's Report 03-06-17 (Department Update)

4.2.4 Recreation and Facilities Report 03-06-17 (Department Update)

4.2.5 Public Works Report 03-06-17 (Department Update)

4.2.6 Public Works Report 03-06-17 (OCIF Top Up Component Update)

4.2.7 Public Works Report 03-06-17 (AMO Forum on Bill 151 and Waste-Free Ontario Act)

4.2.8 Public Works Report 03-06-17 (Curbside Collection of Solid Waste and Recyclables - Survey Results and RFP Report)

4.2.9 Economic Development Report 03-06-17 (Department Update)

4.3 Correspondence

4.3.1 South West LHIN Communique 4 - February 22, 2017

4.3.2 United Way Perth-Huron

4.3.3 Rennie Alexander - Howson Dam Committee Letter

4.3.4 2017 Senior of the Year Award Call for Nominations

4.3.5 Huron County Economic Development Board Annual Breakfast

M099/17

MOVED BY: B. Vodden

SECONDED BY: Y. Ritsema-Teeninga

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

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

CARRIED

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

5.1 Westario - Annual Update

Bart Cameron, North Huron Representative and Lisa Milne, President/CEO of Westario Power presented an annual update on behalf of Westario Power Inc.

Ms. Milne provided a history of Westario Power, an overview of current financials, and an update on the impact of the Protecting Vulnerable Energy Consumers Act, 2017.

Ms. Milne reported that a number of hydro poles are scheduled to be replaced in Wingham in the near future.

Discussion took place regarding mergers and acquisitions of utility providers, rate comparisons between Westario Power and other providers, and services to assist customers in avoiding disconnection.

Mr. Cameron and Ms. Milne were thanked and departed.

5.2 Dietrich Engineering - Presentation of Engineer's Report for the Jackson and Schultz Municipal Drains 2017

Bill Dietrich, Dietrich Engineering, presented the Engineer's Report for the Jackson and Schultz Municipal Drains 2017.

Mr. Dietrich noted that both drains were originally constructed under reports prepared by Gamsby and Mannerow a number of years ago. The current proposal is to update the drains to modern standards.

Mr. Dietrich provided a breakdown of the assessment of costs. Landowner Dan Snell inquired whether the existing drain would be removed. Mr. Dietrich replied that it would be up to the landowner if they wish to keep sections of drain that are in good repair and if so those

sections would become the landowner's responsibility.

Landowner Vaughan Toll inquired as to the timing to dispute the assessment. Mr. Dietrich reported that the landowner must indicate in writing to the Clerk at least 10 days prior to the Court of Revision their intent to dispute an assessment.

Mr. Dietrich indicated that work on the drains would potentially begin in the fall of 2017 due to the timing required to prepare tenders and engage contractors.

Mr. Dietrich was thanked and departed.

M100/17

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby adopt the Engineer's Report for the Jackson and Schultz Municipal Drains 2017 as presented by Dietrich Engineering Limited;

AND FURTHER THAT Council provisionally adopt the first and second reading of By-law No. 16-2017.

CARRIED

6. REPORTS

6.1 Clerks Department

6.2 Finance Department

6.3 Recreation and Facilities Department

6.3.1 Wingham Town Hall HVAC Upgrades Tender Results

M101/17

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby accept the bid submitted by Montgomery Industrial Services Ltd. for Wingham Town Hall HVAC Upgrades for the total bid price of \$73,591.00 excluding HST, and award the contract to Montgomery Industrial Service Ltd.

CARRIED

6.4 Public Works / Utilities Department

6.4.1 Letter of Request - Manchester Farms

M102/17

MOVED BY: R. Hallahan

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby accepts the letter from Manchester Farms provided for information purposes;

AND FURTHER THAT the Director of Public Works is authorized to proceed with issuing a discount of 10% (\$4,760) for landfill fees to help with the costs associated to the fire;

AND FURTHER THAT the Reeve and Clerk be authorized to execute an agreement By-law with Manchester Farms for half-load exemption during the construction of their new facility at the same location in early spring for traveling on Donnybrook Line and Westfield Road;

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 March 6th, 2017 Council meeting.

CARRIED

6.4.2 Howson Dam SAR Phase 1 Submission

M103/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding Howson Dam Species at Risk Phase 1 for information purposes.

AND FURTHER THAT the Council of the Township of North Huron hereby direct the Director of Public Works to initiate and issue the RFP for Dam Safety Analysis in advance of the formal response from the Ministry with respect to the SAR species.

CARRIED

6.4.3 StopGap Program Update

M104/17

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby accepts the Director of Public Works report regarding a StopGap Program for information purposes;

AND FURTHER THAT Council endorse the StopGap program in North Huron through the Huron County Accessibility Advisory Committee;

AND FURTHER THAT the Council of the Township of North Huron direct the Director of Public Works to further refine the attached draft "StopGap Ramp Policy" and report back to Council with a formal policy for adoption.

CARRIED

6.5 Fire Department of North Huron

6.6 Building Department

6.6.1 Proposed Fee Schedule

M105/17

MOVED BY: J. Campbell

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby accepts the report of the Chief Building Official on the Building Department Proposed Fee Schedule for information purposes;

AND FURTHER THAT the Council of the Township of North Huron hereby authorize the Clerk to post a Notice of Public Meeting in accordance with Section 7 (6) of the Ontario Building Code Act to review and consider proposed changes to Schedule A of By-Law No. 19-2015 being they By-Law respecting Construction, Demolition, and Change of Use Permits and Inspections.

CARRIED

6.7 CAO

6.7.1 Wingham Farmers' Market Land Use Agreement 2017 - 2019

M106/17

MOVED BY: R. Hallahan

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby approve the Land Use Agreement for the Wingham Farmers' Market 2017 – 2019;

AND FURTHER THAT the Clerk is instructed to prepare an authorizing by-law for the March 20, 2017 Council meeting;

AND FURTHER THAT the Council of the Township of North Huron consider the Farmers' Market Group a Community Group and allow them to rent Cruikshank Park for the duration of the 2017 – 2019 seasons at the Community Rate.

CARRIED

6.7.2 Countywide CEMC

M107/17

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby accept the report of the CAO regarding a Countywide CEMC for information purposes;

AND FURTHER THAT the Council of the Township of North Huron endorses the concept of each municipality appointing the same Community Emergency Management Coordinator (CEMC) to provide emergency management planning services, in accordance with the requirements of the Emergency Management & Civil Protection Act and its regulations;

AND FURTHER THAT the County of Huron budget for the salary and benefits and basic office equipment for the position starting in January 2017;

AND FURTHER THAT the County of Huron provide "permanent" office space for the CEMC position;

AND FURTHER THAT the Township of North Huron will provide "as needed" office space for the CEMC in the Emergency Services Training Centre;

AND FURTHER THAT each member municipality and the County appoint by by-law the CEMC at the first official Council meeting following the CEMC's selection;

AND FURTHER THAT the municipal CAO's meet at least once annually with the County CAO to review input on the CEMC's performance in each municipality;

AND FURTHER THAT the CEMC begin to meet with each Council and commence an assessment of each municipalities' emergency preparedness;

AND FURTHER THAT the CEMC ensures that the requirements for compliance contained within the Emergency Management & Civil Protection Act are achieved and completed within the annual timeframes required for each municipality and the County;

AND FURTHER THAT Dave Campbell is hereby appointed as the Community Emergency Management Coordinator for the Township of North Huron effective April 1st, and until a permanent CEMC is hired by the County of Huron.

CARRIED

6.7.3 Request for Water and Sewer Services

M108/17

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a request for water and sewer services by the Municipality of Morris Turnberry;

AND FURTHER THAT the CAO is instructed to prepare an amended Cross Border Servicing Agreement with the Municipality of Morris Turnberry for Council's consideration, to include the Britespan Development.

CARRIED

7. CORRESPONDENCE

- 7.1 Municipality of Brockton - Resolution requesting that Westario Power Inc. review and amend Disconnection Policy

M109/17

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby supports the resolution of the Municipality of Brockton and in so doing requests that Westario Power Inc. review and amend their disconnect policy to not allow disconnects to occur to any customers from December 1 to March 31.

CARRIED

- 7.2 Blyth BIA - Letter Regarding Blyth BIA Levy

M110/17

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby receive the correspondence from Blyth BIA, for information purposes.

CARRIED

8. COUNCIL REPORTS

- 8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported attending the Ontario Good Roads Conference from February 26, 2017 to March 1, 2017.

Discussion took place regarding the venue at ROMA and OGRA conferences now that they are held separately.

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

Councillor Ritsema-Teeninga reported that the Wingham BIA Annual General Meeting was held on February 23, 2017 and included an award ceremony to recognize a BIA member.

Councillor Ritsema-Teeninga noted that five new business were established in Wingham in 2016 and commended the Wingham BIA on their efforts which were recognized in the recent First Impressions Report prepared by representatives from Walkerton.

8.3 REQUESTS BY MEMBERS

9. NOTICE OF MOTION

10. BY-LAWS

10.1 By-law No. 16-2017

Being a by-law to provide for a drainage works in the Township of North Huron, in the County of Huron; Jackson and Schultz Municipal Drains 2017.

M111/17

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT By-law No. 16-2017; being a by-law to provide for a drainage works in the Township of North Huron, in the County of Huron; Jackson and Schultz Municipal Drains 2017; be introduced, read a first and second time and provisionally adopted this 6th day of March, 2017.

CARRIED

10.2 By-law No. 17-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement for an Exemption of Half Load, between the Corporation of the Township of North Huron and Manchester Farms Ltd. c/o Dave and Mike Franken.

M112/17

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law No. 17-2017; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement for an Exemption of Half Load, between the Corporation of the Township of North Huron and Manchester Farms Ltd. c/o Dave and Mike Franken; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

11. ANNOUNCEMENTS

CAO Sharon Chambers reported that she had spoken to Phil Eagleson regarding the Director of Fire and Emergency Services hire. She noted there were 18 applicants and interviews will be arranged for later in the week.

12. OTHER BUSINESS**12.1 Court of Revision - Jackson and Schultz Municipal Drains 2017****12.1.2 Date of Court of Revision and Instruction to tender.****M114/17****MOVED BY:** B. Vodden**SECONDED BY:** T. Seip

*THAT the Court of Revision for the Jackson and Schultz Municipal Drains 2017 be set for April 3, 2017 and that the project be tendered with results to be collected on the same date and presented subject to any appeals;
AND FURTHER THAT any appeals must be received in writing 10 days prior to the Court of Revision in accordance with Section 52(2) of the Drainage Act; R.S.O. 1990, Chapter D17, Amended by 2010, C.16, Sched. 1, s.(21).*

CARRIED**12.1.3 Members for the Court of Revision.****M115/17****MOVED BY:** B. Vodden**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Members for the Court of Revision for the Jackson and Schultz Municipal Drains 2017 consists of three members: Deputy Reeve James Campbell, Councillor Ray Hallahan, and Councillor Bill Knott.

CARRIED**13. CLOSED SESSION AND REPORTING OUT****M116/17****MOVED BY:** T. Seip**SECONDED BY:** B. Vodden

THAT the Council of the Township of North Huron hereby proceeds at 9:07 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 (Public Works Personnel);*
- Personal matters about an identifiable individual, including municipal or local board employees (FDNH Personnel);*
- Personal matters about an identifiable individual, including municipal or local board employees (Administration Personnel).*

CARRIED

M117/17

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:57 pm.

CARRIED

M118/17

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby accept with regret, the resignation of Roger Irvine, Roads Operator, effective May 31, 2017.

CARRIED

M119/17

MOVED BY: B. Knott

SECONDED BY: B. Vodden

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

CARRIED

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 18-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M120/17

MOVED BY: B. Knott

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 18-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

15. ADJOURNMENT

M121/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 9:58 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON

BUDGET MEETING



Date: Monday, March 13, 2017

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
Connie Goodall, Economic Development Officer
Valerie Watson, Manager of Child Care Services
Tim Poole, Chief, Wingham Police Service

1. Call to Order

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

2. Confirmation of Agenda

M122/17

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby accepts the Agenda for the March 13, 2017 Budget Meeting; as amended to include an in camera session for a Personnel Matter - FDNH.

CARRIED

3. Disclosure of Pecuniary Interest**3.1 Councillor Seip - Child Care**

Councillor Seip declared a conflict of interest on any discussion on wages for the Child Care Programs as his wife is an employee at the Child Care Centre.

4. 2017 Budget Process

Director of Finance reviewed the 2017 Budget Process and Priorities.

5. Reports**5.1 2016 Fire Department Reconciliation**

Council reviewed the report from the Director of Finance and deferred a motion until the Fire Chief was in attendance at a future budget meeting.

5.2 2016 Additional Transfers to Reserve**M123/17**

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby adopts the 2016 Additional Transfers to Reserves Listing as presented by the Director of Finance.

CARRIED

5.3 2016 Reserve/Reserve Fund Listing**M124/17**

MOVED BY: B. Knott

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby table the report on the 2016 Working Reserve and Reserve Fund Listing as presented by the Director of Finance to the March 27, 2017 Budget Meeting.

CARRIED

5.4 2016 Development Charges Statement

M125/17

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby adopts the 2016 Summary Statement of Development Charges Reserve Fund as presented by the Director of Finance.

CARRIED

6. Budgets Presented

6.1 Daycare Programs

6.1.1 Child Care

6.1.2 Early Learning

6.1.3 Early Years

6.1.4 Before & After - Maitland River

6.1.5 Before & After - Sacred Heart

6.2 Economic Development

6.2.1 Community Partnership Donation List

6.3 Recreation and Facilities

6.3.1 Capital Project Summary

6.3.2 Town Hall

6.3.3 Blyth and Wingham Fire Stations

6.3.4 Police Station

6.3.5 ESTC

6.3.6 Airport

6.3.7 Daycare Building

6.3.8 Parks - Blyth

6.3.9 Parks - East Wawanosh

6.3.10 Parks - Wingham

6.3.11 Trailer Park - Wingham

6.3.12 Campground - Blyth

6.3.13 Rec Programs

6.3.14 Aquatic Programs and Building

6.3.15 Fitness Programs and Building

6.3.16 Rec Admin

6.3.17 Complex Admin

6.3.18 Arena - Wingham

6.3.19 Concession Booth - Wingham

6.3.20 Knights of Columbus Hall

6.3.21 Arena - Blyth

6.3.22 Concession Booth - Blyth

6.3.23 Hall - Blyth

6.3.24 Arena - East Wawanosh

6.3.25 Library - Wingham

6.3.26 Library - Blyth

6.3.27 Museum Building

6.3.28 Memorial Hall

6.4 Police Department

6.4.1 OPP 2017 Cost

6.5 Other Budgets

6.5.1 Maitland Valley Conservation Authority

6.5.2 Council

6.5.3 Planning and Development

6.5.4 2017 Borrowing Costs

6.6 Meeting Action Items

- Manager of Child Care Services to distribute 2017 wage enhancement to the revenue and wages sections of her budgets.
- Manager of Child Care Services to show the breakdown for parent revenue and fee subsidy on each of her budgets.
- Director of Emergency & Fire Services to provide further information on revenue from Fire Marque in comparison to 2015.
- Director of Finance to provide further clarification on donations.

- Director of Recreation & Facilities to break revenue for Airport Admissions/Rentals into two line items.
- Director of Finance to provide Council with an update on the status of the Agreement with the Wingham Knights of Columbus.
- Director of Finance to investigate adding column comparing 2017 budget to 2016 actuals.
- CAO requested moving towards more back from Department Heads on their budgets.
- 6.5 Other Budgets deferred to the March 27, 2017 Budget Meeting.

7. Closed Session

M126/17

MOVED BY: B. Vodden

SECONDED BY: R. Hallahan

THAT the Council of the Corporation of the Township of North Huron hereby proceeds at 10:09 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 (FDNH).*

CARRIED

8. Next Meeting

The next Budget Meeting is scheduled for March 27, 2017 at 7:00 pm.

9. Confirmatory By-Law

- 9.1 By-law No. 19-2017; being a By-law of the Township of North Huron to confirm generally previous actions of the Council of the Township of North Huron.

M127/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT By-law No. 19-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10. Adjournment

M128/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT there being no further business before the Township of North Huron Council, the Budget Meeting be hereby adjourned at 10:32 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

Minutes East Wawanosh 150th Anniversary

February 7, 2017

Present: Reunion Chair Jamie McCallum, Secretary Joan Vincent, Elaine Snell, Jonathan VanCamp, Ray Hallahan, Alice McDowell, Melanie Pletch, Linda Logan, Heather Shiell, Margaret Vincent, Allan Walker, Kim Walker, Roger Hopper, Marvin Cook, Lila Rintoul, Vicky Bremner, Gavin VanCamp, Amelia Pletch, Scott Pletch, Alex Blair

Welcome: Chair Jamie McCallum welcomed everyone to the meeting

Motion to approve the minutes of the January 3, 2017 meeting was made by Linda Logan and seconded by Elaine Snell. CARRIED.

Financial Report given by Joan Vincent and listed separately.

Motion to pay the bills made by Ray Hallahan and seconded by Melanie Pletch. CARRIED.

Motion to approve financial report made by Scott Pletch and seconded by Linda Logan. CARRIED.

A request was received from Laura VanCamp asking the Reunion Committee to support the BB2F (Building Bridges 2 the Future) Gala. A motion was made by Ray Hallahan and seconded by Scott Pletch to wait until after the Reunion Celebration to make any donations. CARRIED.

Moved by Margaret Vincent and seconded by Jonathan VanCamp that St. John Ambulance be booked for the Saturday from 11 am until 5 pm and if insurance requires more then it can be added. CARRIED.

The signs at the entrances can be done. Margaret will take the sizes and get quotes. The signs could possibly be sold as souvenirs. Check vinyl, wood and steel and have them by early April. Have the date and 150th on the signs. Have a separate sponsor sign in front of the arena.

Church Service – Roger Hopper and Allan Walker provided the information that Brian Hymers has been confirmed to be the Minister for the Church Service. The service will be about 1 hour in length. The number of chairs in the tent were discussed and the availability of a PA system.

Fundraising – Ray will have the raffle tickets by the end of the week. The prizes are 1st – half a beef, 2nd – half a beef, 3rd – half a pig, 4th – half a pig, 5th – half a lamb.

Alex Blair asked for Sponsorship letters to give to the Blyth Lions and the Wingham Sportsmen Club.

Dave Franken will provide his bus free of charge for the weekend. There is a driver from Lucknow who is willing to drive the bus for \$20./hour for times arranged. He is to be invited to attend the next meeting. The bus could go to Westfield and Blyth and could be used for the Friday travelling to and from the golf course.

The Snowflake Medallion requires a minimum order of 250 and the cost would be about \$5. (\$4.10 + Freight + HST). The fee would drop for a larger order. It would take 2 -3 weeks for delivery after ordering. As the Reunion gets closer, we will get a better idea what quantity is needed. The company does the design and we approve it before they are made. Margaret Vincent made a motion to purchase 250 medallions and Lila Rintoul seconded it. CARRIED.

Plaques for contests etc. would be about \$12. With a 5 x 7 wooden plaque and the logo will fit on it. Engraving would be extra. Will also look at other options and explore further.

Church Service Answers – The Entertainment Committee will look after the Sound System. For chairs, see about Wingham or Blyth and Blyth Threshers. Ray will make contact for chairs and Matt will look after picnic tables. The Church will set up the chairs.

History Book – There are 4 more roads to type on the disc. Sylvia and Linda were at the designers at Bayfield the previous week. They are looking for messages from the MPP and Reeve, and materials about the Schools and School Fair etc. There are still the front and back covers and the introductory pages. 350 books would be \$30 + Shipping and Handling and our cost would be about \$38. And selling for \$50. The Book designer will be \$5000. Order the exact amount when go to print. See about an additional committee picture later.

Souvenirs – The new hats are in and the new T-shirts are ordered.

Crew Neck sweat shirt in royal blue

\$24. And \$25.77 + tax

Zippered fleece black, charcoal, navy, red, sport grey

\$39 \$43 \$43.75 + HST

Selected light grey for the zippered sweatshirt. Put on website and see how sell. Should have by next wing night and leave up to Committee.

Maintenance – Nothing

Bar Chair – Nothing back from Labatts. The Beer Gardens in the tent, whole grounds licensed, need layout for Security Company and AGCO. Matt is looking after fencing. Fire Plans are required for the tents. They have to be in a month before the event and a 2nd set of fences are required. The Street would need to be closed off and also a layout for the St. John Ambulance. Permissions for the road closures will have to be gotten and a map to scale developed. It was questioned who would be looking after the layout. Jamie will speak to Matt. Joan will check to see if North Huron has a detailed blueprint of the grounds. Matt, Jamie and Jon will get together.

Alice McDowell made a motion seconded by Gavin VanCamp to donate 2 T-shirts (1 adult and 1 children's) and 2 hats to the BB2F Gala Auction. CARRIED.

Food Chair – Wild Willies (Bruce Vincent) wants to know whether whole day or half day. Jamie will contact Jason.

Blyth Brussels Minor Hockey or Wingham Minor Hockey could be contacted over the Sunday Breakfast if needed. The Kinsmen are willing to donate their equipment for the day. Joan will follow up with the Firefighters.

Lions will do pork chops and look after set up.

Decorating – \$7 each or 3/\$18 for the small bows with a lily

\$10 or 3/\$25 for a larger bow with a lily

Lila has about 200 made

She has some wreaths made but they are a nuisance and the cost would be \$30. She suggested hanging some around the arena. They would only be made on order. It would be helpful if anyone can get more ribbon as it is hard to find more. Take pictures to put on website for ordering. Expressed that Lila is doing a great job.

Entertainment – Alice McDowell made a motion seconded by Margaret Vincent that a Sound System

from Ernie Kings for inside the tent at approximately \$200. For the whole weekend be booked and pay after the weekend. CARRIED.

Have tickets for each dance?

A deposit has already been done for TCU.

Discuss logistics before the next meeting and what each event needs and what has to be done. Have the sub-committees meet

Matt has 2 designs for the site.

Beard Growing Contest – Damion Golley has volunteered to be a judge. There are ten entries.

Arts and Photography – It is going ahead. There are some submissions in but are finishing the history book first.

Advertising –Sponsorship packages are re-worked and Margaret will print them at work to reduce costs.

Margaret is working with Steve on advertising and sponsorship of the golf tournament.

Parade – Info – put link on website for volunteers to sign up.

Find a Chair – network at Family Day to get help on a face to face basis.

A list of names was compiled to contact when looking for a possible Chair and/or volunteers.

People to run People Movers for shuttling people.

School Reunion –No Chair. Put up signs for each School in the arena. Marina Van Heesch has contacted us that they would run tours at the former East Wawanosh Public School (now European Appliances/Europarts) on the Friday and Saturday and they would also do them on Sunday if wanted.

Motion by Alice McDowell and seconded by Linda Logan that Joan contact the Shriners. CARRIED.

Check with High School Band. It would be fine to have 2 pipe bands if possible. Look into Dance Groups.

Golf Tournament – There are 160 letters out and it is an 18 hole tournament. Contact is Steve Nixon.

Ambassador Competition is Saturday, May 27, 2017. The Community Centre is booked for 1 pm – 9 pm.

The competition will run from 2- 4 . Ages are 17 – 23 with both male and female contestants

who live or have lived in East Wawanosh eligible. Contact Miss Midwest and leave it up to whoever wins whether they enter. Kim had talked to Brittany Haines and Wingham Homecoming had \$150. Sponsorship cost for contestants. The hope is to have a \$25 -50. Sponsorship. The evening part will be a 7 – 8 pm reception with desserts and coffee or wine and cheese. Leave it up to Kim. She will put the entry form together and give to Margaret and put in the Citizen.

Weekend Agenda - The Jam Session is Saturday only.

Have the Fire Fighters out to look at the site.

Some expressed concerns about costs of Fireworks. Melanie Pletch made a motion to cancel the Fireworks and it was seconded by Alice McDowell. CARRIED.

Moonlight Walk – From the subdivision to the arena.

Chairs get design of their events to Chair.

Get rolls of plastic for the tables. There are 9 tables/roll.

The United Church will do the Sunday breakfast if the Firefighters are not interested.

If the Community Centre is available, the next meeting will be Tuesday, March 7, 2017 at 7 pm.

Motion to adjourn made by Jonathan VanCamp and seconded by Vicky Bremner. CARRIED.

FINANCIALS

Balance as of January 31, 2017	\$17,640.06
Outstanding cheque to A & G Graphics for hats	- \$ 1,695.00
Petty Cash	+ \$ 125.00
	<hr/>
	\$16,070.06

Calendars as of January 31, 2017	Income	\$4160.
	Expenses	\$5372.05

Bills Presented for Approval

Linda Logan	\$20.34
Sylvia Nonkes-Verburg	\$308.35
Lila Rintoul	\$275.31

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043944 Date 03/10/2017 Amount 1,019.90				
002697 TUCKERSMITH COMMUNICATIONS	457290	03/10/2017	BLYTH MEM HALL- NETWORKI	1,019.90
			Invoice Count 1 Total	1,019.90
Cheque 043945 Date 03/17/2017 Amount 9,325.80				
002412 AIG INSURANCE COMPANY OF CANAD	2-7-2017	03/15/2017	FIRE- ACCIDENT/SICKNESS I	9,325.80
			Invoice Count 1 Total	9,325.80
Cheque 043946 Date 03/17/2017 Amount 1,770.45				
004397 AVIATION GROUND FUELING TECHNO	SI004896	03/16/2017	AIRPORT- REPLACE HOSES	1,770.45
			Invoice Count 1 Total	1,770.45
Cheque 043947 Date 03/17/2017 Amount 78.54				
002094 BADGES ETC.	421	03/13/2017	ADMIN- REC/P/W- NAME BAD	78.54
			Invoice Count 1 Total	78.54
Cheque 043948 Date 03/17/2017 Amount 521.22				
000151 COCA COLA REFRESHMENTS CANAD/	25881115	03/15/2017	CONC W- SUPPLIES	521.22
			Invoice Count 1 Total	521.22
Cheque 043949 Date 03/17/2017 Amount 221.72				
003066 COMPUGEN INC	3942245	03/13/2017	POLICE-1 YR SUB SILVER UN	221.72
			Invoice Count 1 Total	221.72
Cheque 043950 Date 03/17/2017 Amount 1,274.53				
004335 CRS CONTRACTORS RENTAL SUPPLY	1403059	03/15/2017	P/W- 45 FT BOOM	1,274.53
			Invoice Count 1 Total	1,274.53
Cheque 043951 Date 03/17/2017 Amount 1,375.66				
000885 DEAN'S VALU-MART	641-7371	03/15/2017	DAY CARE FOOD SUPPLIES	437.45
000885 DEAN'S VALU-MART	641-2303-2017	03/15/2017	BA-SH- FOOD SUPPLIES	122.16
000885 DEAN'S VALU-MART	641-2250	03/15/2017	BA-MR FOOD SUPPLIES	153.76
000885 DEAN'S VALU-MART	641-7987	03/15/2017	BA-SH- FOOD SUPPLIES	194.57
000885 DEAN'S VALU-MART	641-7994	03/15/2017	BA-MR-FOOD SUPPLIES	82.24
000885 DEAN'S VALU-MART	641-3879	03/15/2017	DAY CARE- FOOD SUPPLIES	351.22
000885 DEAN'S VALU-MART	642-1234	03/15/2017	COMPLEX-BLEACH	34.26
			Invoice Count 7 Total	1,375.66
Cheque 043952 Date 03/17/2017 Amount 2,541.73				
004343 EAST WAWANOSH 150TH ANNIVERSAI	3-13-2017	03/13/2017	2015 & 2016 HST REBATE	2,541.73
			Invoice Count 1 Total	2,541.73
Cheque 043953 Date 03/17/2017 Amount 818.96				
003375 FIRESERVICE MANAGEMENT LTD	435730	03/15/2017	FIRE- CLEAN BUNKER GEAR	818.96
			Invoice Count 1 Total	818.96

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043954	Date 03/17/2017	Amount	213.49	
001590 G & K SERVICES CANADA INC.	1518648014	03/13/2017	ARENA B- MATS	147.14
001590 G & K SERVICES CANADA INC.	1518652445	03/13/2017	ESTC BUILDING - MATS	66.35
		Invoice Count	2 Total	213.49
Cheque 043955	Date 03/17/2017	Amount	39.49	
003730 GALGANOV & ASSOCIATES	010617-01	03/13/2017	POLICE- EMAIL ADDRESS	39.49
		Invoice Count	1 Total	39.49
Cheque 043956	Date 03/17/2017	Amount	501.24	
000249 GREEN'S MEAT MARKET	12116	03/14/2017	DAY CARE MEAT PRODUCTS	501.24
		Invoice Count	1 Total	501.24
Cheque 043957	Date 03/17/2017	Amount	6.20	
000281 HURON BAY COOPERATIVE INC	53960	03/13/2017	P/W- EW- CAULKING GUN	6.20
		Invoice Count	1 Total	6.20
Cheque 043958	Date 03/17/2017	Amount	39.15	
004629 JOAN VEN DER MEER	3-7-2017	03/14/2017	MILEAGE- POLICE BOARD	39.15
		Invoice Count	1 Total	39.15
Cheque 043959	Date 03/17/2017	Amount	90.00	
004630 JOE GLAZE	435397	03/16/2017	REFUND- PROGRAM CANCEI	90.00
		Invoice Count	1 Total	90.00
Cheque 043960	Date 03/17/2017	Amount	5,689.00	
004627 KAREN BORNE	001	03/14/2017	ESTC- INSTRUCTORS- OFC	5,689.00
		Invoice Count	1 Total	5,689.00
Cheque 043961	Date 03/17/2017	Amount	79.10	
004626 KRYSTAL LANNIN	434698	03/13/2017	REFUND- MEMBERSHIP	79.10
		Invoice Count	1 Total	79.10
Cheque 043962	Date 03/17/2017	Amount	6,897.52	
000370 LETCO LIMITED	8948	03/14/2017	P/W- PLOW BLADES, RUNNE	6,897.52
		Invoice Count	1 Total	6,897.52
Cheque 043963	Date 03/17/2017	Amount	280.00	
002045 LITTLE BOWL	3-14-2017	03/16/2017	REC PROGRAM- DAY CAMP	280.00
		Invoice Count	1 Total	280.00
Cheque 043964	Date 03/17/2017	Amount	1,657.70	
002952 LOUISE KOOL & GALT	6120186	03/13/2017	DAY CARE- STORAGE /SHELI	1,657.70
		Invoice Count	1 Total	1,657.70

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043965 Date 03/17/2017 Amount 80.89				
004577 MCDONALD HOME HARDWARE BUILDI	2295227	03/02/2017	P/W- PARTS 99-05	23.74
004577 MCDONALD HOME HARDWARE BUILDI	2294553	03/08/2017	P/W BLYTH- SHOP SUPPLIES	57.15
			Invoice Count 2 Total	80.89
Cheque 043966 Date 03/17/2017 Amount 26,636.00				
000431 MINISTER OF FINANCE	16270217163	03/09/2017	JANUARY OPP BILLING	27,010.00
000431 MINISTER OF FINANCE	240217248	03/09/2017	POLICE- COURT SECURITY C	-374.00
			Invoice Count 2 Total	26,636.00
Cheque 043967 Date 03/17/2017 Amount 39.55				
004616 PEGGY FLEMING	434688	03/13/2017	REFUND- ENTRY ERROR	39.55
			Invoice Count 1 Total	39.55
Cheque 043968 Date 03/17/2017 Amount 26.40				
000520 PUROLATOR COURIER LTD	433741998	02/28/2017	POLICE- COURIER SERVICE	13.20
000520 PUROLATOR COURIER LTD	433939568	03/13/2017	POLICE- COURIER SERVICE	13.20
			Invoice Count 2 Total	26.40
Cheque 043969 Date 03/17/2017 Amount 250.45				
004609 RADAR AUTO PARTS- BRUSSELS	5341-191338	03/09/2017	P/W CIRC. TESTER, BACKUP	61.47
004609 RADAR AUTO PARTS- BRUSSELS	5341-192642	03/09/2017	P/W- NH-99-05 PARTS	80.41
004609 RADAR AUTO PARTS- BRUSSELS	5341-192389	03/09/2017	P/W- PARTS FOR NH99-05	108.57
			Invoice Count 3 Total	250.45
Cheque 043970 Date 03/17/2017 Amount 3,805.00				
000535 RECEIVER GENERAL FOR CANADA	20170006303	03/15/2017	FIRE- RADIO LICENCE RENEI	1,971.00
000535 RECEIVER GENERAL FOR CANADA	20170006252	03/15/2017	AIRPORT- RADIO LICENCE R	41.00
000535 RECEIVER GENERAL FOR CANADA	20170006515	03/15/2017	POLICE- RADIO LICENCE REI	730.00
000535 RECEIVER GENERAL FOR CANADA	20170005738	03/15/2017	P/W ADMIN- RADIO LICENCE	311.00
000535 RECEIVER GENERAL FOR CANADA	20170006133	03/15/2017	P/W-EW- RADIO LICENCE RE	523.00
000535 RECEIVER GENERAL FOR CANADA	20170006572	03/15/2017	P/W- B- RADIO LICENCE REN	229.00
			Invoice Count 6 Total	3,805.00
Cheque 043971 Date 03/17/2017 Amount 203.95				
002640 SCHMIDT'S POWER EQUIPMENT	23119	03/08/2017	P/W BLYTH- BLOWER	172.84
002640 SCHMIDT'S POWER EQUIPMENT	23168	03/15/2017	FIRE- CHAIN SAW CHAIN	31.11
			Invoice Count 2 Total	203.95
Cheque 043972 Date 03/17/2017 Amount 698.59				
001850 SOMMERS MOTOR GENERATOR SALE	30002-00	03/15/2017	TOWN HALL- GENERATOR SI	698.59
			Invoice Count 1 Total	698.59
Cheque 043973 Date 03/17/2017 Amount 40.33				
004625 STEPHANIE JUDD	434695	03/13/2017	REFUND-FITNESS PASS	40.33
			Invoice Count 1 Total	40.33

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043974 Date 03/17/2017 Amount 73.45				
003029 SUPERIOR SOLUTIONS LTD	3214465	03/14/2017	ARENA B- CARBON BRUSH	73.45
			Invoice Count 1 Total	73.45
Cheque 043975 Date 03/17/2017 Amount 165.79				
000631 TEESWATER AGRO PARTS LTD	118436	03/13/2017	P/W- IDLERS & CHAIN FOR 1	128.93
000631 TEESWATER AGRO PARTS LTD	118619	03/13/2017	P/W- BEARINGS, LYNCH PIN	36.86
			Invoice Count 2 Total	165.79
Cheque 043976 Date 03/17/2017 Amount 80.00				
002854 TERRY-LYNN COCKWELL	435395	03/16/2017	REFUND- PROGRAM CANCE	80.00
			Invoice Count 1 Total	80.00
Cheque 043977 Date 03/17/2017 Amount 734.50				
000738 TIM POOLE	3-9-2017	03/13/2017	POLICE- OACP CONFERENCI	734.50
			Invoice Count 1 Total	734.50
Cheque 043978 Date 03/17/2017 Amount 21,092.11				
000897 TOWNSHIP OF NORTH HURON SEWEF	3-13-2017	03/13/2017	SEWER 2016 FINAL HST RET	21,092.11
			Invoice Count 1 Total	21,092.11
Cheque 043979 Date 03/17/2017 Amount 677.56				
000667 UNITED RENTALS OF CANADA INC	143929523-001	03/13/2017	COMPLEX- SCISSOR LIFT RE	677.56
			Invoice Count 1 Total	677.56
Cheque 043980 Date 03/17/2017 Amount 1,188.77				
003739 UNITED ROTARY BRUSH CORP OF CAI	CI36028	03/13/2017	P/W- REPAIRS NH99-05 SWE	1,188.77
			Invoice Count 1 Total	1,188.77
Cheque 043981 Date 03/17/2017 Amount 600.00				
003302 WENDT'S JEWELLERY LTD	1842	03/13/2017	ADMIN-SERVICE AWARDS	600.00
			Invoice Count 1 Total	600.00
			Report Total	90,834.74

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89,814.84 +

1,019.90 +

90,834.74 T

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 004777 Date 03/10/2017 Amount 64.63				
000100 CANADA POST CORPORATION	9614460059	03/10/2017	WATER - EPOST CHARGES	64.63
			Invoice Count 1 Total	64.63
Cheque 004778 Date 03/10/2017 Amount 62.15				
004384 ONTARIO ONE CALL	201673463	03/10/2017	WATER - LOCATE SERVICES	62.15
			Invoice Count 1 Total	62.15
Cheque 004779 Date 03/10/2017 Amount 522.27				
001850 SOMMERS MOTOR GENERATOR SALE	30001-00	03/10/2017	WATER - ANNUAL SERVICE	522.27
			Invoice Count 1 Total	522.27
Cheque 004780 Date 03/10/2017 Amount 8,083.00				
002512 TOWNSHIP OF NORTH HURON	120	03/10/2017	DUE TO BUILDING SOURCE \	6,750.00
002512 TOWNSHIP OF NORTH HURON	140	03/10/2017	DUE TO GENERAL SOURCE \	1,310.00
002512 TOWNSHIP OF NORTH HURON	3862627	03/10/2017	WATER - MICROSOFT OFFIC	23.00
			Invoice Count 3 Total	8,083.00
Cheque 004781 Date 03/10/2017 Amount 38,686.93				
001634 VEOLIA WATER CANADA INC	65757	03/10/2017	WATER - JANUARY SERVICE	35,312.50
001634 VEOLIA WATER CANADA INC	65757 ADDITIONAL	03/10/2017	WATER - WELL 5 COMMISSIC	3,374.43
			Invoice Count 2 Total	38,686.93
Cheque 004782 Date 03/13/2017 Amount 7,500.00				
004611 2336438 ONTARIO INC	02	03/13/2017	WATER - SHARE OF HYDRAN	7,500.00
			Invoice Count 1 Total	7,500.00
Report Total				54,918.98

Accounts Payable

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

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 003344 Date 03/10/2017 Amount 23.00				
002512 TOWNSHIP OF NORTH HURON	8298645	03/10/2017	SEWER - MICROSOFT OFFIC	23.00
			Invoice Count 1 Total	23.00
Cheque 003345 Date 03/10/2017 Amount 23,541.67				
001634 VEOLIA WATER CANADA INC	65757 S	03/10/2017	SEWER - JANUARY SERVICE	23,541.67
			Invoice Count 1 Total	23,541.67
Report Total				23,564.67

Accounts Payable

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

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000687 Date 03/06/2017 Amount 378.55				
000053 BELL MOBILITY	2-8-2017	03/06/2017	POLICE- CELL PHONES	378.55
			Invoice Count 1 Total	378.55
Cheque 000688 Date 03/06/2017 Amount 184.29				
000294 HYDRO ONE NETWORKS INC	January 2017-2950	03/06/2017	736 KWH- 435 QUEEN STREE	184.29
			Invoice Count 1 Total	184.29
Cheque 000689 Date 03/06/2017 Amount 1,807.18				
000665 UNION GAS LIMITED	January 2017-1186	03/06/2017	P/W BLYTH- 1136.7 M3	347.66
000665 UNION GAS LIMITED	January 2017-7759	03/06/2017	5063.2 M3- MEMORIAL HALL	1,459.52
			Invoice Count 2 Total	1,807.18
Cheque 000690 Date 03/07/2017 Amount 27.58				
000687 WESTARIO POWER INC.	300233570	03/07/2017	0.00 KWH- PARK DR BALL PA	27.58
			Invoice Count 1 Total	27.58
Cheque 000691 Date 03/08/2017 Amount 5,639.96				
000665 UNION GAS LIMITED	January 2017- 7408	03/08/2017	2084.363 M3- 445 JOSEPHINE	616.00
000665 UNION GAS LIMITED	January 2017-5467	03/08/2017	882.6 M3- DAY CARE	275.69
000665 UNION GAS LIMITED	January 2017-0458	03/08/2017	COMPLEX - 11616.647 M3	3,738.39
000665 UNION GAS LIMITED	January 2017-4108	03/08/2017	1501.5 M3- TOWN HALL	487.97
000665 UNION GAS LIMITED	January 2017-5109	03/08/2017	525.4 M3- POLICE	187.50
000665 UNION GAS LIMITED	January 2017-5340	03/08/2017	1002.7 M3- LIBRARY	334.41
			Invoice Count 6 Total	5,639.96
Cheque 000692 Date 03/10/2017 Amount 46,212.63				
000535 RECEIVER GENERAL	3-9-2017-FT	03/10/2017	FT PAYROLL REMITTANCE	36,568.89
000535 RECEIVER GENERAL	3-9-2017-PT	03/10/2017	PT PAYROLL REMITTANCE	9,452.10
000535 RECEIVER GENERAL	3-9-2017-Council	03/10/2017	COUNCIL PAYROLL REMITTA	191.64
			Invoice Count 3 Total	46,212.63
Cheque 000693 Date 03/13/2017 Amount 2,577.24				
000294 HYDRO ONE NETWORKS INC	January 2017-0523	03/13/2017	10951 KWH- 103 QUEEN ST S	2,577.24
			Invoice Count 1 Total	2,577.24
Cheque 000694 Date 03/13/2017 Amount 6,642.69				
000427 MINISTER OF FINANCE	February 2017	03/13/2017	FEBRUARY 2017 EHT REMIT	6,642.69
			Invoice Count 1 Total	6,642.69
Cheque 000695 Date 03/13/2017 Amount 1,024.52				
000665 UNION GAS LIMITED	January 2017- 8454	03/13/2017	1648.6 M3- WINGHAM FIRE H.	492.61
000665 UNION GAS LIMITED	January 2017-9991	03/13/2017	1787.4 M3- MUSEUM	531.91
			Invoice Count 2 Total	1,024.52
Cheque 000696 Date 03/15/2017 Amount 92.31				

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

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000294 HYDRO ONE NETWORKS INC	January 2017-8337	03/15/2017	300 KWH- 377 GYPSY OTH O	92.31
			Invoice Count 1 Total	92.31
Cheque 000697 Date 03/15/2017 Amount 20,741.23				
000687 WESTARIO POWER INC.	2103550877	03/15/2017	122,760 KWH- COMPLEX	20,741.23
			Invoice Count 1 Total	20,741.23
Cheque 000698 Date 03/15/2017 Amount 7,698.62				
000140 CIBC VISA	Const Cont. 01/01/17	03/15/2017	ESTC- EMAIL MARKETING	53.94
000140 CIBC VISA	MOE- 10368075	03/15/2017	ARENA B- HWIN RENEWAL	50.00
000140 CIBC VISA	Hi Mama-3799	03/15/2017	DAY CARE- MONTHLY SUBSC	65.54
000140 CIBC VISA	UPS- drum bum	03/15/2017	FITNESS- FREIGHT FOR DRU	464.38
000140 CIBC VISA	DrumBum- 210950	03/15/2017	FITNESS- WORKOUT DRUMS	343.56
000140 CIBC VISA	Tim Hort- 333	03/15/2017	PW-COFFEE/TEA FOR MEET	65.30
000140 CIBC VISA	Amazon- 8298645	03/15/2017	PW-MICROSOFT OFFICE LIC	58.99
000140 CIBC VISA	Go Daddy- 1087873470	03/15/2017	EC DEV- DOMAIN RENEWAL	16.94
000140 CIBC VISA	MOE-10368069	03/15/2017	ARENA W- HWIN RENEWAL	50.00
000140 CIBC VISA	Princess Auto- 2064	03/15/2017	PW-EW- HOSE REEL, HOSE,	418.06
000140 CIBC VISA	Service Ontario- 147	03/15/2017	PW- PLATES FOR NH06-06	57.00
000140 CIBC VISA	MOE-10368064	03/15/2017	PW- WING- HWIN RENEWAL	50.00
000140 CIBC VISA	OBOA- 99273	03/15/2017	BUILDING- OBOA MEMBERSH	348.04
000140 CIBC VISA	MOE-10368093	03/15/2017	PW-EW- HWIN RENEWAL	55.00
000140 CIBC VISA	Amazon- 4456258	03/15/2017	ADMIN- LAPTOP BATTERY	30.98
000140 CIBC VISA	PSHSA- 36159	03/15/2017	ADMIN- HEALTH & SAFETY	169.50
000140 CIBC VISA	PayMate- 34057	03/15/2017	ADMIN-PAYROLL LICENCE	1,010.64
000140 CIBC VISA	HR Downloads-70512	03/15/2017	ADMIN- HR FUNDIMENTALS	2,365.09
000140 CIBC VISA	SurveyMonkey-2812585	03/15/2017	EC DEV- MONTHLY SUBSCRI	25.00
000140 CIBC VISA	IT Exchange- 1035779	03/15/2017	ADMIN- COMPUTER EQUIPMI	455.39
000140 CIBC VISA	Sheraton- Sharon	03/15/2017	ADMIN- ACCOMODATION-OG	520.84
000140 CIBC VISA	Sheraton- Brock	03/15/2017	COUNCIL- ACCOMODATION (520.84
000140 CIBC VISA	Sheraton-Sharon 1	03/15/2017	ADMIN- ACCOMODATIONS O	353.59
000140 CIBC VISA	Humber College- 4221	03/15/2017	BUILDING- EXAM- LARGE BU	150.00
			Invoice Count 24 Total	7,698.62
Cheque 000699 Date 03/16/2017 Amount 2,801.89				
000657 TOWNSHIP OF NORTH HURON WATEF	165518	03/16/2017	ARENA/HALL B WATER/SEWI	1,112.64
000657 TOWNSHIP OF NORTH HURON WATEF	2-16-2017	03/16/2017	PW-BLYTH-WATER/SEWER	176.28
000657 TOWNSHIP OF NORTH HURON WATEF	2-16-2017 lib	03/16/2017	LIBRARY WATER/SEWER	176.28
000657 TOWNSHIP OF NORTH HURON WATEF	2-16-2017-ESTC	03/16/2017	ESTC/FIRE B WATER SEWEF	176.28
000657 TOWNSHIP OF NORTH HURON WATEF	165490	03/16/2017	COMPLEX-WATER/SEWER	882.06
000657 TOWNSHIP OF NORTH HURON WATEF	165497	03/16/2017	DAY CARE-WATER/SEWER	102.07
000657 TOWNSHIP OF NORTH HURON WATEF	2-16-2017-Mem Hall	03/16/2017	MEM HALL - WATER/SEWER	176.28
			Invoice Count 7 Total	2,801.89
Report Total				95,828.69

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

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000458 Date 03/09/2017 Amount 487.10				
003224 HURONTEL	1818 03/2017	03/09/2017	WATER - WELL 4	96.35
003224 HURONTEL	1173 03/2017	03/09/2017	WATER - PUC BUILDING	112.94
003224 HURONTEL	1167 03/2017	03/09/2017	WATER - WATER TOWER	210.07
003224 HURONTEL	1168 03/2017	03/09/2017	WATER - WELL 3	67.74
Invoice Count 4 Total				487.10
Cheque 000459 Date 03/09/2017 Amount 2,608.79				
000294 HYDRO ONE NETWORKS INC	17904 02/2017	03/09/2017	WATER - 201 VICTORIA ST	2,608.79
Invoice Count 1 Total				2,608.79
Cheque 000460 Date 03/09/2017 Amount 2,439.14				
000687 WESTARIO POWER INC.	2103550879	03/09/2017	WATER - WELL 4 JAN USAGE	2,439.14
Invoice Count 1 Total				2,439.14
Report Total				5,535.03

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Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500692 Date 03/10/2017 Amount 6,189.61				
001490 ALLAN AVIS ARCHITECTS INC	5216	03/07/2017	FEE ADJ- BLYTH MEM HALL F	6,189.61
001490 ALLAN AVIS ARCHITECTS INC	5177	01/03/2017	CREDIT- MISCALCULATED IN	-42,529.79
001490 ALLAN AVIS ARCHITECTS INC	5172	01/03/2017	PROF FEES- BLYTH MEM HAI	1,326.03
001490 ALLAN AVIS ARCHITECTS INC	5192	01/31/2017	PROF FEES- BLYTH MEM HAI	22,655.53
001490 ALLAN AVIS ARCHITECTS INC	5207	03/08/2017	PROF FEES- BLYTH MEM HAI	5,266.64
001490 ALLAN AVIS ARCHITECTS INC	5209	03/08/2017	PROF FEES BLYTH MEM HAI	1,863.26
001490 ALLAN AVIS ARCHITECTS INC	5214	03/08/2017	PROF FEES BLYTH MEM HAL	11,418.33
Invoice Count 7 Total				6,189.61
Cheque 500693 Date 03/10/2017 Amount 635,972.46				
004565 SKC CONSTRUCTION INC.	Payment Cert. #6	03/09/2017	BLYTH MEM HALL RENOVATI	635,972.46
Invoice Count 1 Total				635,972.46
Cheque 000000 Date Amount 0.00				
Invoice Count 1 Total				0.00
Cheque 500695 Date 03/17/2017 Amount 530,982.00				
000159 CORPORATION OF THE COUNTY OF H	1st Installment	03/16/2017	1ST QUARTER INSTALLMENT	530,982.00
Invoice Count 1 Total				530,982.00
Cheque 500696 Date 03/17/2017 Amount 40,572.49				
000284 HURON PERTH CATHOLIC	March 2017 Payment	03/16/2017	2017 MARCH PAYMENT	40,572.49
Invoice Count 1 Total				40,572.49
Cheque 500697 Date 03/21/2017 Amount 114.40				
001987 ALLSTREAM BUSINESS INC.	18116802	03/15/2017	P/W- EW SHOP- PHONE	61.12
001987 ALLSTREAM BUSINESS INC.	18116801	03/15/2017	CEMETERY PHONE	53.28
Invoice Count 2 Total				114.40
Cheque 500698 Date 03/21/2017 Amount 26.25				
001209 BLYTH BUILDING SUPPLIES LTD.	9682	03/13/2017	ARENA B- 2 STRAPS	6.31
001209 BLYTH BUILDING SUPPLIES LTD.	9964	03/13/2017	ARENA B- TAPE	2.69
001209 BLYTH BUILDING SUPPLIES LTD.	9716	03/13/2017	BLYTH P/W- LAGS, CLAMPS,	8.49
001209 BLYTH BUILDING SUPPLIES LTD.	9802	03/13/2017	BLYTH P/W- CLAMP, LAGS	8.76
Invoice Count 4 Total				26.25
Cheque 500699 Date 03/21/2017 Amount 1,084.24				
000065 BLYTH DECOR SHOPPE	3-10-2017	03/13/2017	LIBRARY B- RENT	1,084.24
Invoice Count 1 Total				1,084.24
Cheque 500700 Date 03/21/2017 Amount 546.06				
000072 BLYTH PRINTING INC.	26680	03/15/2017	FIRE- MAP BANNERS	546.06
Invoice Count 1 Total				546.06
Cheque 500701 Date 03/21/2017 Amount 2,044.07				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
002743 BRANDT SECURITY	17842	03/14/2017	FIREHALL W- ALARM MONITC	252.00
002743 BRANDT SECURITY	17833	03/14/2017	TOWN HALL - FIRE ALARM M	271.20
002743 BRANDT SECURITY	17828	03/15/2017	MEM HALL- SECURITY SOFT	1,520.87
Invoice Count 3 Total				2,044.07
Cheque 500702	Date 03/21/2017	Amount	33.90	
004526 BRENDA QUIPP	3-9-2017	03/13/2017	DAY CARE- BINDERS	33.90
Invoice Count 1 Total				33.90
Cheque 500703	Date 03/21/2017	Amount	70.20	
002066 BROCK VODDEN	2-28-2017	03/14/2017	COUNCIL- MILEAGE FEB	70.20
Invoice Count 1 Total				70.20
Cheque 500704	Date 03/21/2017	Amount	231.56	
000086 BROPHY TIRE	42895	03/14/2017	P/W- TIRES NH03-09	231.56
Invoice Count 1 Total				231.56
Cheque 500705	Date 03/21/2017	Amount	33.01	
004172 C E MACTAVISH LIMITED	8848	03/08/2017	P/W WINGHAM- SHOP FUEL	33.01
Invoice Count 1 Total				33.01
Cheque 500706	Date 03/21/2017	Amount	899.77	
000126 C.G. EQUIPMENT	WO27758	03/13/2017	P/W- NH-07-13 REPARIS	899.77
Invoice Count 1 Total				899.77
Cheque 500707	Date 03/21/2017	Amount	417.70	
003919 CINTAS CANADA LIMITED	839383323	03/13/2017	POOL/FITN- SANITIZE RESTR	417.70
Invoice Count 1 Total				417.70
Cheque 500708	Date 03/21/2017	Amount	210.62	
002982 COMCO FASTENERS INC	17/0244	03/15/2017	P/W- EW- HEX BOLTS	8.25
002982 COMCO FASTENERS INC	17/0110	03/15/2017	P/W- EW- WASHERS, BOLTS	78.23
002982 COMCO FASTENERS INC	17/0248	03/15/2017	P/W-EW- SHOP TWELS, CUTI	124.14
Invoice Count 3 Total				210.62
Cheque 500709	Date 03/21/2017	Amount	2,322.42	
003299 DARCH FIRE	61895	03/15/2017	FIRE- CLASS A FOAM	233.80
003299 DARCH FIRE	62221	03/15/2017	FIRE- CLASS A FOAM	467.59
003299 DARCH FIRE	62282	03/15/2017	FIRE- REPAIR PIERCE AERIA	549.67
003299 DARCH FIRE	62283	03/15/2017	FIRE- REPAIR PIERCE TANKI	964.91
003299 DARCH FIRE	62036	03/15/2017	FIRE- DOOR LATCH LIFT & TL	106.45
Invoice Count 5 Total				2,322.42
Cheque 500710	Date 03/21/2017	Amount	169.50	
002997 DAYTRIPPING-MORAN ADVERTISING	11633	03/15/2017	EC DEV- ADVERTISING	169.50
Invoice Count 1 Total				169.50

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Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500711 Date 03/21/2017 Amount 956.50				
000186 DELTA ELEVATOR COMPANY LTD	9156096	03/15/2017	TOWN HALL- ELEVATOR SEF	478.87
000186 DELTA ELEVATOR COMPANY LTD	9156097	03/15/2017	COMPLEX-ELEVATOR SERVI	477.63
Invoice Count 2 Total				956.50
Cheque 500712 Date 03/21/2017 Amount 847.50				
002183 DONNELLY & MURPHY	45645	03/15/2017	ADMIN- LEGAL FEES	847.50
Invoice Count 1 Total				847.50
Cheque 500713 Date 03/21/2017 Amount 1,479.81				
001840 EDWARD FUELS	139511	03/16/2017	AIRPORT-FUEL	1,479.81
Invoice Count 1 Total				1,479.81
Cheque 500714 Date 03/21/2017 Amount 13,201.84				
000074 FOXTON FUELS LIMITED	316783	03/10/2017	POLICE- FEBRUARY FUEL	1,080.51
000074 FOXTON FUELS LIMITED	316750	03/15/2017	FIRE- FEBRUARY FUEL	242.14
000074 FOXTON FUELS LIMITED	316683	03/15/2017	BUILDING- FUEL	94.64
000074 FOXTON FUELS LIMITED	317114	03/16/2017	FEBRUARY FUEL	2,591.45
000074 FOXTON FUELS LIMITED	315115	03/16/2017	P/W- EW -DYED DIESEL	2,780.67
000074 FOXTON FUELS LIMITED	315114	03/16/2017	P/W-EW- CLEAR DIESEL	765.11
000074 FOXTON FUELS LIMITED	316122	03/16/2017	P/W-EW- DYED DIESEL	2,887.00
000074 FOXTON FUELS LIMITED	316121	03/16/2017	P/W-EW- CLEAR DIESEL	914.68
000074 FOXTON FUELS LIMITED	315184	03/16/2017	P/W- W- DYED DIESEL	1,082.17
000074 FOXTON FUELS LIMITED	314933	03/16/2017	LANDFILL- FUEL	287.28
000074 FOXTON FUELS LIMITED	315713	03/16/2017	LANDFILL- COMPACTOR FUE	270.02
000074 FOXTON FUELS LIMITED	315070	03/16/2017	P/W- 5W30 OIL	62.10
000074 FOXTON FUELS LIMITED	315211	03/16/2017	P/W- GREASE/DIESEL EX FLI	68.59
000074 FOXTON FUELS LIMITED	315083	03/16/2017	LANDFILL- HYDRAULIC OIL	75.48
Invoice Count 14 Total				13,201.84
Cheque 500715 Date 03/21/2017 Amount 861.57				
000274 HORTON'S DAIRY	62337	03/13/2017	BA-MR- DAIRY SUPPLIES	100.16
000274 HORTON'S DAIRY	61753	03/13/2017	BA-MR- DAIRY SUPPLIES	70.46
000274 HORTON'S DAIRY	61720	03/13/2017	CONC B- SUPPLIES	38.11
000274 HORTON'S DAIRY	62482	03/13/2017	CONC B- SUPPLIES	35.55
000274 HORTON'S DAIRY	62617	03/13/2017	DAY CARE- DAIRY SUPPLIES	156.92
000274 HORTON'S DAIRY	62340	03/13/2017	DAY CARE- DAIRY SUPPLIES	91.44
000274 HORTON'S DAIRY	62141	03/13/2017	DAY CARE- DAIRY SUPPLIES	195.94
000274 HORTON'S DAIRY	61927	03/13/2017	DAY CARE-DAIRY SUPPLIES	127.12
000274 HORTON'S DAIRY	B61855	03/16/2017	CONC W- DAIRY SUPPLIES	45.87
Invoice Count 9 Total				861.57
Cheque 500716 Date 03/21/2017 Amount 275.46				
003281 HOWSON TRANSPORTATION INC	3312750	03/15/2017	FIRE- DIESEL FUEL	275.46
Invoice Count 1 Total				275.46
Cheque 500717 Date 03/21/2017 Amount 1,274.66				
000286 HURON TRACTOR LTD	B25477	03/08/2017	P/W-BLYTH- SAE/METRIC ZEI	134.40
000286 HURON TRACTOR LTD	B24901	03/08/2017	P/W-EW- HOSE, FITTINGS	135.16

Accounts Payable

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Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000286 HURON TRACTOR LTD	B24533	03/08/2017	P/W- BLYTH- GRIPS	57.64
000286 HURON TRACTOR LTD	B25115	03/08/2017	P/W-EW FITTING, CAP SCRE	947.46
Invoice Count 4 Total				1,274.66
Cheque 500718 Date 03/21/2017 Amount 590.92				
000296 IDEAL SUPPLY INC.	3239987	03/13/2017	P/W BLYTH- WORK LIGHT, FI	38.23
000296 IDEAL SUPPLY INC.	3288177	03/13/2017	COMPLEX- BATTERY/CORE C	136.72
000296 IDEAL SUPPLY INC.	3288019	03/13/2017	COMPLEX-BATTERY/CORE C	136.72
000296 IDEAL SUPPLY INC.	3227177	03/13/2017	TOWN HALL- ICE MELTER	67.74
000296 IDEAL SUPPLY INC.	3244657	03/13/2017	P/W- NH03-09 BATTERY	178.08
000296 IDEAL SUPPLY INC.	3210852	03/13/2017	P/W-NH-01-95 FLASHER	33.43
Invoice Count 6 Total				590.92
Cheque 500719 Date 03/21/2017 Amount 39.60				
000306 JAMES CAMPBELL	2-28-2017	03/14/2017	COUNCIL MILEAGE	39.60
Invoice Count 1 Total				39.60
Cheque 500720 Date 03/21/2017 Amount 676.83				
000352 KITSUPPLY	139984	03/14/2017	DAY CARE- JANITORIAL SUP	294.17
000352 KITSUPPLY	140185	03/16/2017	COMPLEX- JANITORIAL SUPP	382.66
Invoice Count 2 Total				676.83
Cheque 500721 Date 03/21/2017 Amount 40.00				
000353 KNIGHTS OF COLUMBUS	3-1-2017	03/13/2017	FITNESS- SATELLITE REIMBL	40.00
Invoice Count 1 Total				40.00
Cheque 500722 Date 03/21/2017 Amount 758.23				
000364 LAVIS CONTRACTING CO LTD	P-240-00002570	03/14/2017	P/W- COLD MIX	758.23
Invoice Count 1 Total				758.23
Cheque 500723 Date 03/21/2017 Amount 18.50				
000372 LIFESAVING SOCIETY	147957	03/16/2017	AQUATICS- STAND. FIRST AI	18.50
Invoice Count 1 Total				18.50
Cheque 500724 Date 03/21/2017 Amount 360.00				
000389 MAITLAND VALLEY CONSERVATION	6806	03/17/2017	DRAINS- JACKSON & STURD	360.00
Invoice Count 1 Total				360.00
Cheque 500725 Date 03/21/2017 Amount 186.50				
000388 MAITLAND WELDING & MACHINING	6480	03/13/2017	P/W- 86-01 TRACKLESS REP/	186.50
Invoice Count 1 Total				186.50
Cheque 500726 Date 03/21/2017 Amount 95.25				
002258 MARIA WALDEN	2-27-2017	03/14/2017	OEY- MILEAGE/SUPPLIES	95.25
Invoice Count 1 Total				95.25

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Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500727 Date 03/21/2017 Amount 71.19				
003795 MEDAL MOUNTING SERVICE	1207	03/15/2017	FIRE -SERVICE AWARDS	71.19
		Invoice Count	1 Total	71.19
Cheque 500728 Date 03/21/2017 Amount 2,404.91				
000421 MICROAGE BASICS	210260	03/16/2017	LANDFILL THERMAL PAPER-I	41.00
000421 MICROAGE BASICS	212285	03/16/2017	DAY CARE- OFFICE SUPPLIE	121.86
000421 MICROAGE BASICS	210988	03/16/2017	REC ADMIN- DISPLAY BOAR	15.61
000421 MICROAGE BASICS	211376	03/16/2017	FIRE- FASTENERS	14.33
000421 MICROAGE BASICS	211290	03/16/2017	FIRE- OFFICE SUPPLIES	31.38
000421 MICROAGE BASICS	211329	03/16/2017	POLICE- OFFICE SUPPLIES	24.85
000421 MICROAGE BASICS	210567	03/16/2017	EC DEV- EASEL PAPER, MAR	21.49
000421 MICROAGE BASICS	212692	03/16/2017	OEY- SUPPLIES	460.69
000421 MICROAGE BASICS	402108	03/16/2017	ADMIN- OFFICE SUPPLIES	260.69
000421 MICROAGE BASICS	402184	03/16/2017	ADMIN- CALCULATOR BATTE	4.28
000421 MICROAGE BASICS	212624	03/16/2017	ADMIN-CALCULATOR	153.18
000421 MICROAGE BASICS	402182	03/16/2017	DAY CARE- BOOK TAPE	69.11
000421 MICROAGE BASICS	212715	03/16/2017	FIRE- FOLD BACK CLIPS	4.51
000421 MICROAGE BASICS	211769	03/16/2017	FIRE- OFFICE SUPPLIES	22.17
000421 MICROAGE BASICS	211602	03/16/2017	FIRE- OFFICE SUPPLIES	19.71
000421 MICROAGE BASICS	212579	03/16/2017	DAY CARE- LASER CARTRID	420.39
000421 MICROAGE BASICS	400996	03/16/2017	OEY- MARKERS	32.05
000421 MICROAGE BASICS	212936	03/16/2017	REC- FOLDERS, STORAGE B	63.36
000421 MICROAGE BASICS	209812	03/16/2017	REC- OFFICE SUPPLIES	34.05
000421 MICROAGE BASICS	401034	03/15/2017	EMERG PLAN- USB DRIVES	58.71
000421 MICROAGE BASICS	401463	03/15/2017	ESTC- PAPER, DIVIDERS	61.42
000421 MICROAGE BASICS	401462	03/15/2017	FIRE- BINDERS, DIVIDERS	32.36
000421 MICROAGE BASICS	402109	03/15/2017	REC- LEGAL PAPER	46.85
000421 MICROAGE BASICS	212269	03/15/2017	REC- PAPER	80.72
000421 MICROAGE BASICS	212170	03/15/2017	REC- FOLD BACK CLIPS	4.51
000421 MICROAGE BASICS	401118	03/17/2017	REC- LAMINATOR	219.67
000421 MICROAGE BASICS	209849	03/17/2017	REC- POST IT NOTES	6.34
000421 MICROAGE BASICS	210657	03/17/2017	REC- PAPER, STAPLER	79.62
		Invoice Count	28 Total	2,404.91
Cheque 500729 Date 03/21/2017 Amount 1,635.80				
000629 MORAN MECHANICAL AND ELECTRICA	100931	03/14/2017	COMPLEX- BRASS NIPPLE	32.21
000629 MORAN MECHANICAL AND ELECTRICA	100921	03/14/2017	COMPLEX- SHOWER HEADS	1,540.59
000629 MORAN MECHANICAL AND ELECTRICA	100951	03/14/2017	P/W- INSERT COUPLING	63.00
		Invoice Count	3 Total	1,635.80
Cheque 500730 Date 03/21/2017 Amount 1,233.96				
000123 MUNICIPALITY OF CENTRAL HURON	102605	03/14/2017	P/W- AUBURN SNOW REMOV	1,233.96
		Invoice Count	1 Total	1,233.96
Cheque 500731 Date 03/21/2017 Amount 7,446.47				
000444 MUNICIPALITY OF MORRIS TURNBERF	5145	03/15/2017	FEBRUARY SHARE OF FPO C	2,492.49
000444 MUNICIPALITY OF MORRIS TURNBERF	5102	03/17/2017	JANUARY MT/NH BUILDING C	4,953.98
		Invoice Count	2 Total	7,446.47

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500732 Date 03/21/2017 Amount 15,418.44				
004510 MUNICIPALITY OF MORRIS-TURNBERF	5103	03/17/2017	MT-SS- DEC 26-JAN 8 TO NH	7,616.36
004510 MUNICIPALITY OF MORRIS-TURNBERF	5104	03/17/2017	MT-SS-JAN 9-JAN 22	7,802.08
			Invoice Count 2 Total	15,418.44
Cheque 500733 Date 03/21/2017 Amount 809.36				
001419 MURRAY FOXTON	3-3-2017	03/13/2017	POLICE SEXUAL VIOLENCE C	809.36
			Invoice Count 1 Total	809.36
Cheque 500734 Date 03/21/2017 Amount 112.95				
001215 NEIL VINCENT	2-28-2017	03/14/2017	COUNCIL- MILEAGE	112.95
			Invoice Count 1 Total	112.95
Cheque 500735 Date 03/21/2017 Amount 52,173.62				
000473 OMERS	February 2017	03/14/2017	FEBRUARY 2017 REMITTANC	52,173.62
			Invoice Count 1 Total	52,173.62
Cheque 500736 Date 03/21/2017 Amount 142.38				
000498 ORKIN CANADA CORPORATION	IN-7560974	03/14/2017	LANDFILL- PEST CONTROL	142.38
			Invoice Count 1 Total	142.38
Cheque 500737 Date 03/21/2017 Amount 549.18				
000500 PERTH COMMUNICATIONS	144994	03/14/2017	P/W- REPROGRAM RADIOS	549.18
			Invoice Count 1 Total	549.18
Cheque 500738 Date 03/21/2017 Amount 156.00				
003420 RADFORD GROUP LTD	067252	03/15/2017	P/W- BLYTH FUEL	156.00
			Invoice Count 1 Total	156.00
Cheque 500739 Date 03/21/2017 Amount 59.40				
003439 RAY HALLAHAN	2-28-2017	03/14/2017	COUNCIL- FEB MILEAGE	59.40
			Invoice Count 1 Total	59.40
Cheque 500740 Date 03/21/2017 Amount 3,220.50				
004575 RAYMOND KRICK MARINE CONSULTIN	17-01	03/15/2017	ESTC-COURSE PRESENTATI	3,220.50
			Invoice Count 1 Total	3,220.50
Cheque 500741 Date 03/21/2017 Amount 136.52				
004198 RICCO FOOD DISTRIBUTOR	346078	03/13/2017	CONC B- SUPPLIES	136.52
			Invoice Count 1 Total	136.52
Cheque 500742 Date 03/21/2017 Amount 154.90				
003055 RICHARD AL	3-6-2017	03/13/2017	ADMIN- PHONE- MILEAGE	154.90
			Invoice Count 1 Total	154.90

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500743 Date 03/21/2017 Amount 889.19				
004569 RICOH	SCO91473915	03/13/2017	ADMIN/REC COPIER RENTAL	889.19
		Invoice Count	1 Total	889.19
Cheque 500744 Date 03/21/2017 Amount 621.20				
000272 RONA HODGINS	109113/1	03/08/2017	CEMETERY W- SHOVEL, FLA	24.60
000272 RONA HODGINS	108283/1	03/08/2017	ARENA W- SCREWS	5.02
000272 RONA HODGINS	108282/1	03/08/2017	COMPLEX- PLEATED FILTER:	480.02
000272 RONA HODGINS	109153/1	03/08/2017	CEMETERY - CAULKING GUN	26.45
000272 RONA HODGINS	108564/1	03/15/2017	FIRE- OIL	15.48
000272 RONA HODGINS	108719/1	03/15/2017	FIRE- SQUEEGEE	69.63
		Invoice Count	6 Total	621.20
Cheque 500745 Date 03/21/2017 Amount 5,935.86				
004330 SEPOY WIRING	10177	03/13/2017	COMPLEX- HAND DRYERS	858.24
004330 SEPOY WIRING	10201	03/15/2017	PARKS W- BUILDING REPAIR	125.90
004330 SEPOY WIRING	10161	03/15/2017	CAMPGRD/ARENA B- RECEP	4,951.72
		Invoice Count	3 Total	5,935.86
Cheque 500746 Date 03/21/2017 Amount 853.72				
003363 SIMPLY ASSEMBLY	13517	03/16/2017	FITNESS- EQUIPMENT MAIN1	853.72
		Invoice Count	1 Total	853.72
Cheque 500747 Date 03/21/2017 Amount 12.24				
002155 SMYTH WELDING & MACHINE SHOP	34708	03/14/2017	P/W- STRAIGHTEN PIPE- NH	12.24
		Invoice Count	1 Total	12.24
Cheque 500748 Date 03/21/2017 Amount 577.01				
000595 SPECTRUM COMMUNICATIONS LTD	760363	03/15/2017	FIRE- REPAIR EQUIPMENT	577.01
		Invoice Count	1 Total	577.01
Cheque 500749 Date 03/21/2017 Amount 482.19				
000602 STANTON HARDWARE	283578	03/15/2017	P/W- CARRIAGE BOLTS	5.63
000602 STANTON HARDWARE	283891	03/15/2017	OXY- WHITE STORAGE BOXE	35.10
000602 STANTON HARDWARE	283795	03/15/2017	P/W-EW- ELECT CONNECTOI	11.85
000602 STANTON HARDWARE	283925	03/15/2017	POLICE- GARAGE REMOTE	56.49
000602 STANTON HARDWARE	284059	03/15/2017	P/W-W TAPE MEASURE, WIR	57.60
000602 STANTON HARDWARE	284173	03/15/2017	COMPLEX- FILTERS, LIGHT S	30.48
000602 STANTON HARDWARE	284126	03/15/2017	MUSEUM- RECEPTACLE COV	1.80
000602 STANTON HARDWARE	284103	03/15/2017	MUSEUM-COPPER PIPE, ELB	9.44
000602 STANTON HARDWARE	284070	03/15/2017	MUSEUM- SCREWS	4.28
000602 STANTON HARDWARE	283926	03/15/2017	LIBRARY- ADAPTER	4.85
000602 STANTON HARDWARE	283922	03/15/2017	LIBRARY- FAUCET CONNECT	5.30
000602 STANTON HARDWARE	283890	03/15/2017	COMPLEX- BOLTS, WASHER:	27.53
000602 STANTON HARDWARE	283791	03/15/2017	COMPLEX- LED LIGHT BULBS	25.98
000602 STANTON HARDWARE	283832	03/15/2017	TOWN HALL- LIGHT BULBS, C	49.13
000602 STANTON HARDWARE	283766	03/15/2017	LIBRARY- DRAIN PLUG	9.82
000602 STANTON HARDWARE	283735	03/16/2017	LIBRARY- LIGHT SWITCH	2.59
000602 STANTON HARDWARE	283767	03/16/2017	COMPLEX- PIPE WRENCH, F	28.23

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/08/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000602 STANTON HARDWARE	283734	03/16/2017	COMPLEX- RETURN BOLTS	-9.03
000602 STANTON HARDWARE	283723	03/16/2017	COMPLEX- TAPER TAP	10.50
000602 STANTON HARDWARE	283713	03/16/2017	COMPLEX- BOLTS, EXIT SIGN	42.34
000602 STANTON HARDWARE	284050	03/16/2017	COMPLEX- RETURN MIRROR	-67.77
000602 STANTON HARDWARE	283986	03/16/2017	COMPLEX- MIRROR, GFI REC	140.05
Invoice Count 22 Total				482.19

Cheque 500750 Date 03/21/2017 Amount 426.80

000606 STEFFEN AUTO SUPPLY	210398	03/17/2017	P/W- TRAILER LIGHTS	16.97
000606 STEFFEN AUTO SUPPLY	210156	03/17/2017	P/W- NH-03-44 HYDRAULIC FI	45.22
000606 STEFFEN AUTO SUPPLY	210071	03/17/2017	P/W- OIL FILTER NH99-05	24.84
000606 STEFFEN AUTO SUPPLY	210087	03/17/2017	P/W- OIL FILTER NH99-05	27.98
000606 STEFFEN AUTO SUPPLY	210541	03/17/2017	P/W- EW- SHOP- SUPPLIES	17.21
000606 STEFFEN AUTO SUPPLY	209819	03/17/2017	PW- EW- CONTACT TIPS, SU	59.51
000606 STEFFEN AUTO SUPPLY	210155	03/17/2017	P/W- W- FAST ORANGE RETI	-28.14
000606 STEFFEN AUTO SUPPLY	210154	03/17/2017	P/W- NH03-09-BATTERY CAB	64.92
000606 STEFFEN AUTO SUPPLY	209351	03/17/2017	P/W- NH10-16-WIPER BLADES	31.37
000606 STEFFEN AUTO SUPPLY	209863	03/17/2017	P/W- NH06-06- HYDRAULIC FI	49.91
000606 STEFFEN AUTO SUPPLY	208953	03/17/2017	P/W-EW SHOP AIR HOSE/FIT	117.01
Invoice Count 11 Total				426.80

Cheque 500751 Date 03/21/2017 Amount 190.12

000620 SWAN DUST CONTROL LTD	3738804	03/08/2017	DAY CARE MATS	23.56
000620 SWAN DUST CONTROL LTD	3745390	03/08/2017	DAY CARE MATS	23.56
000620 SWAN DUST CONTROL LTD	3752026	03/08/2017	COMPLEX- MATS/MOPS	143.00
Invoice Count 3 Total				190.12

Cheque 500752 Date 03/21/2017 Amount 499.46

003817 THE PUBLIC SECTOR DIGEST INC.	8404	03/17/2017	2017 ANNUAL MEMBERSHIP	499.46
Invoice Count 1 Total				499.46

Cheque 500753 Date 03/21/2017 Amount 97,396.11

001365 TOWNSHIP OF NORTH HURON WATER	3-13-2017	03/13/2017	2016 FINAL HST RETURN	49,463.19
001365 TOWNSHIP OF NORTH HURON WATER	3-16-2017	03/17/2017	WATER ARREARS ADDED TO	47,932.92
Invoice Count 2 Total				97,396.11

Cheque 500754 Date 03/21/2017 Amount 2,203.50

001036 WARD & UPTIGROVE CONSULTING & I	45849	03/15/2017	ADMIN- HUMAN RESOURCES	2,203.50
Invoice Count 1 Total				2,203.50

Cheque 500755 Date 03/21/2017 Amount 40.88

002081 WINGHAM FOODLAND	725-600-8322	03/13/2017	ADMIN- FACIAL TISSUES, FIL	16.92
002081 WINGHAM FOODLAND	725-600-6771	03/13/2017	ADMIN- COFFEE SUPPLIES	23.96
Invoice Count 2 Total				40.88

Cheque 500756 Date 03/17/2017 Amount 260,067.57

Accounts Payable

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

Cheque Date 03/04/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 900041 Date 03/09/2017 Amount 164.26				
003224 HURONTEL	2230 03/2017	03/09/2017	SEWER - PUMPING STATION	96.52
003224 HURONTEL	4293 03/2017	03/09/2017	SEWER - TREATMENT PLAN1	67.74
Invoice Count 2 Total				164.26
Cheque 900042 Date 03/09/2017 Amount 9,758.71				
000294 HYDRO ONE NETWORKS INC	1727 02/2017	03/09/2017	SEWER - 60 LLOYD ST	5,582.92
000294 HYDRO ONE NETWORKS INC	9227 02/2017	03/09/2017	SEWER - 117 NORTH ST	4,175.79
Invoice Count 2 Total				9,758.71
Cheque 900043 Date 03/09/2017 Amount 176.28				
000657 TOWNSHIP OF NORTH HURON WATEF	02/2017	03/09/2017	SEWER - 117 NORTH STREE	176.28
Invoice Count 1 Total				176.28
Cheque 900044 Date 03/09/2017 Amount 2,176.27				
000687 WESTARIO POWER INC.	300233810	03/09/2017	SEWER - SYPHON 209 WATE	24.94
000687 WESTARIO POWER INC.	2103550878	03/09/2017	SEWER - JOSEPHINE ST	2,151.33
Invoice Count 2 Total				2,176.27
Report Total				12,275.52



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 20/03/2017
SUBJECT: March Finance Activity Report
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Finance Department Activity Report prepared by the Director of Finance dated March 20, 2017 is hereby received for information purposes.

EXECUTIVE SUMMARY

The Director of Finance provides periodic updates to Council on activities within the Finance Department.

DISCUSSION

1. The interim tax bills have been generated and mailed with due dates of March 27th and June 27th.
2. Staff have been working on invoicing to 14/19 for the Memorial Hall Renovation Project.
3. Yearend audit completed by Vodden, Bender and Seebach – working on the preparation of the final documents and year end reports.
4. Director working with staff on the 2017 Draft Budget in preparation for the next budget meeting on March 27th
5. Director is participating in AMO Asset Management Outcomes Working Group.
6. Report and By-law prepared for Amendment No. 3 under the Source Water Funding Agreement included in agenda package.

FINANCIAL IMPACT

Once the 2017 budget is adopted, projects and transactions included in the budget will proceed.

FUTURE CONSIDERATIONS

Additional budget meetings will be scheduled for April.

RELATIONSHIP TO STRATEGIC PLAN

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

Donna White, Director of Finance

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 20/03/2017
SUBJECT: FDNH Report to North Huron Council for Activity for the Month of March (for February Activity)

ATTACHMENTS: n/a

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the Director of Fire & Emergency Services' Fire Department of North Huron report for February 2017 activities.

EXECUTIVE SUMMARY

February 2017 activities as indicated in the report below.

DISCUSSION

FDNH Report to North Huron Council for Activity for the Month of March (for February Activity)

Training:

Weekly Training:

1 week of NFPA 1001 Firefighter II training (40 personnel)

1 week of monthly equipment checks (38 personnel)

Full Day Training:

1 day of recruit training (3 personnel)

Notable:

Fire Prevention Officer James Marshall resigned and has assumed an FPO position with the City of London Fire Department.

One Firefighter (Wingham Station) has taken a personal leave of absence.

February Incidents:

3 February:

Carbon Monoxide Alarm Activation

North Huron

Outcome: No CO present. Faulty alarm.

4 February:

Motor vehicle collision

Morris-Turnberry

Outcome: 2 patients transferred by paramedics.

5 February:

Medical first response
Central Huron
Outcome: Patient transferred by paramedics.

9 February:

Medical first response
Central Huron
Outcome: Patient transferred by paramedics.

12 February:

Medical first response
North Huron
Outcome: Patient transferred by paramedics.

12 February:

Power lines down/arcing
North Huron
Outcome: Secured site until North Huron Public Works and Wingham Police able to assume it.

13 February:

Motor vehicle collision
North Huron
Outcome: 1 patient transferred by paramedics.

13 February:

Fire - structure
North Huron
Outcome: Significant damage to structure.
Notes: Mutual aid from Huron East FD – Brussels (rescue and tanker). Loss: over \$300,000.

15 February:

Alarm system activation
Central Huron
Outcome: No smoke. No fire. Faulty detector.

16 February:

Medical first response
North Huron
Outcome: Patient transferred by paramedics.

21 February:

Smoke alarm activation
North Huron
Outcome: Food burned in oven. FDNH ventilated the building and confirmed air quality.

23 February:

Unusual odour
North Huron
Outcome: No gas readings in structure. Electricians and utility called to further investigate.

25 February:

Medical first response

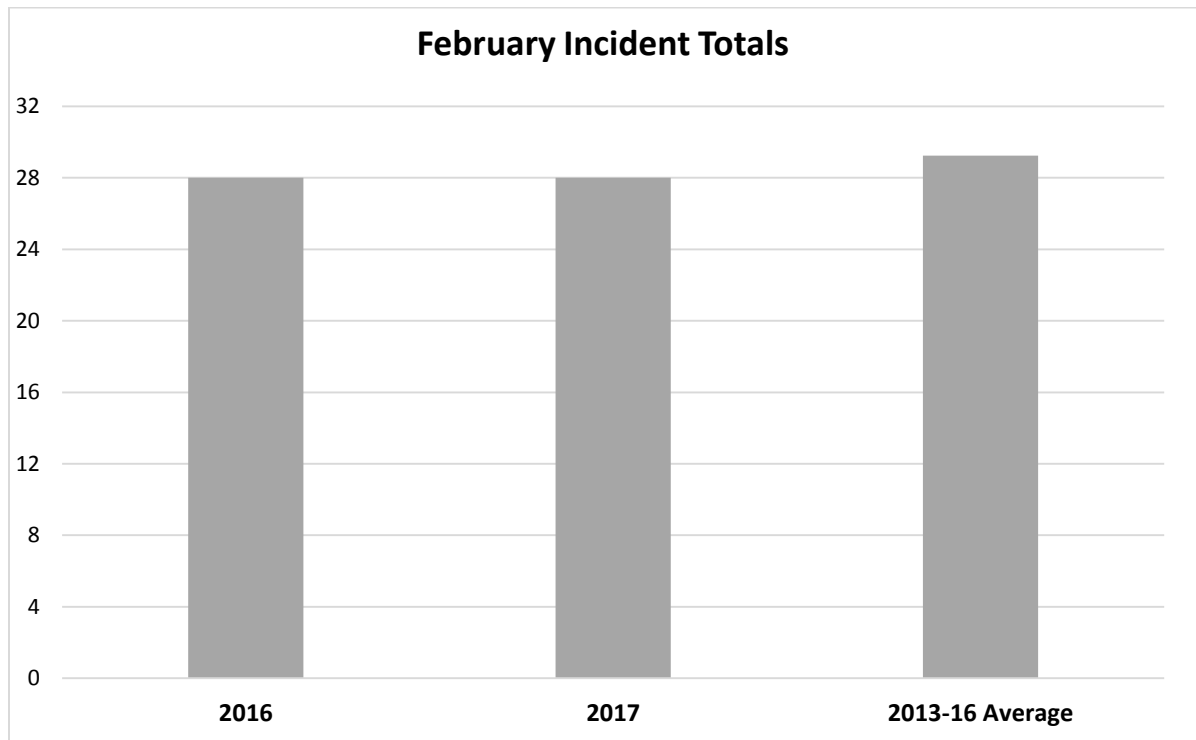
Central Huron

Outcome: Patient transferred by paramedics.

27 February:

Mutual Aid - tanker

Morris-Turnberry



FINANCIAL IMPACT

n/a

FUTURE CONSIDERATIONS

n/a

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 - Ensure our community is healthy and safe.

A handwritten signature in black ink, appearing to read 'Sharon Chambers', is displayed within a light gray rectangular box.

David Sparling
Director Fire & Emergency Services

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kirk Livingston, Chief Building Official
DATE: 20/03/2017
SUBJECT: Building Department Activity Report – February 2017
ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Chief Building Official's Building Department Activity Report for information purposes.

EXECUTIVE SUMMARY

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in the Township.

The CBO provides monthly updates to Council on the operations of the Shared Services Building Department.

DISCUSSION

Building Permit Report – February 2017

Permit #	Permit Type	Value of Project	Sq. Metre New Construction	Status
2017-0003	Residential - Single Family Dwelling	\$ 130,000.00	139.35	Issued
2017-0004	Multi-Unit Residential	\$ 150,000.00	148.64	Issued

Total Value of Construction to date; \$ 280,000.00 (Last year \$ 6,608,196.35) (12 permits)

Zoning Certificates issued to date; 8

By-law Enforcement and Property Standards Report

We have received two complaints with respect to property standards issues which is being investigated.

We have received one complaint with respect to animal control issues which is being investigated.

Amendments have been made to By-law No. 107-2016, the By-law Appointing the Chief Building Official, Building Inspector, Bylaw Enforcement Officer and Property Standards Officer to delegate authority under the Municipal Act to our Building Inspectors to carry out the duties of By-law and Property Standards Enforcement.

A copy of the revised By-law has been included under the By-law section of the Agenda for Council's consideration and approval.

FINANCIAL IMPACT

No financial impact at this time.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal #2 the Township's residents are engaged and well informed. Goal #4 the Township is fiscally responsible.



Kirk Livingston, Chief Building Official



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sharon Chambers, CAO
DATE: 15/03/2017
SUBJECT: Administration Activities
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding Administration Activities for the month of February/March 2017

EXECUTIVE SUMMARY

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

DISCUSSION

1. General Administration

- a. **OPP Costing Project:** CAO met briefly with Sgt. Pete Marshall and Sgt Kulvir Deol, Contract Analysts with the Municipal Policing Bureau. Sgt Marshall will be the new project lead due to the retirement of Sgt. Kevin Hummel. The proposal is still being developed and it is estimated that it could be complete by late May.
- b. **Blyth Festival Municipal Night:** CAO and Administrative Assistant met with Blyth Festival to arrange Municipal Night 2017. The date has been set for July 20th, and the production will be Berlin Blues.
- c. **Human Resources:**
 - i. **Policy Review:** The HR/H&S Working Group is continuing to meet on a bi-weekly basis to conduct the Human Resources policy review. The group used the HR Downloads tool to create a policy template and are working their way through the policy manual sections to customize policies to meet North Huron's needs. Draft policies are circulated to the Senior Management Team for comment before being finalized.
 - ii. **PTSD Plan:** The *Supporting Ontario's First Responders Act* creates a presumption that post-traumatic stress disorder (PTSD) diagnosed in first responders is work-related. The presumption applies to police officers, firefighters, paramedics, certain workers in correctional institutions and secure youth justice facilities, dispatchers of police, firefighter and ambulance services, and emergency response teams. The Act also requires that PTSD prevention plans be submitted to the Ministry of Labour by employers of workers who are covered by the presumption. The deadline for submission is April 23, 2017. Manager of Employee and Business Services Richard Al and HR Coop Student Jared Weishar attended a seminar on Post Traumatic Stress Disorder and have developed a draft plan which will be to FDNH Chief Sparling, incoming Chief Ladner and WPS Chief Poole for comment. The final document will be presented to Council in early April.

- d. **County CAO Meeting:** Attended a meeting of Huron County CAO's in South Huron on March 9th. County Department Heads were present to provide information on the IPM and various County Shared Service initiatives. Agenda items included;
- IPM – the Huron County Showcase design was presented. Municipalities will be provided with a barn style display.
 - CAO and EDO to develop a plan for the display and report back to Council
 - Common Development Processes were developed by a Huron County Working Group for inclusion in the County Planning Manual.
 - Public Works/Highways:
 - Recommendation to engage a Consulting Firm to produce a Municipal Servicing Development Handbook or Guide – common infrastructure guidelines and GIS
 - Director of Public Works to review and report back to Council with a recommendation on participation
 - County to meet periodically with lower tiers to collaborate on the procurement of contracted services and projects as well as coordinate capital projects.
 - Human Resources: Possible development of common Health and Safety Guidelines, templates and approach.
 - Not all municipalities were interested. A working group of interested municipalities will be put together to see if the project is feasible. North Huron will participate.

2. Personnel:

- a. The Director of Fire and Emergency Services/Fire Chief position has been awarded to Ryan Lander. The appointment by-law is presented for Council's approval on March 20th, 2017. Chief Sparling's last day will be March 31st, with Chief Ladner's appointment effective as of April 1st. Chief Ladner will report to work at the ESTC on April 3rd. Incoming Chief Ladner will be introduced to the Firefighters at the Wingham Station training on March 20th prior to the Council meeting.

3. Planning/Economic Development:

- a. Gave a presentation to the Wingham BIA at their Annual General Meeting on 2017 municipal projects. Will arrange to make a similar presentation to the Blyth BIA as soon as possible.
- b. A meeting of the Planning and Development Team has been arranged to review the common Development Guidelines drafted by a Huron County Working Group. The document will be used to establish a development process in North Huron.
- c. A meeting was held with the Blyth BIA Chair and Treasurer, Director of Finance, CAO, Economic Development Officer
- d. The CAO and Director of Public Works are working on the revised Cross Border Services Agreement with Morris Turnberry for the Britespan Development. It was hoped that the Agreement would be ready for Council's consideration for the March 20th, however additional time is required to complete the revisions. The matter will be brought forward at the March 27th budget meeting.

FINANCIAL IMPACT

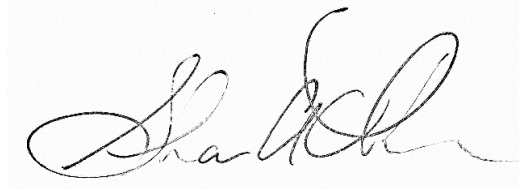
n/a

FUTURE CONSIDERATIONS

n/a

RELATIONSHIP TO STRATEGIC PLAN

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

A handwritten signature in black ink, appearing to read "Sharon Chambers", is displayed on a light gray rectangular background.

Sharon Chambers, CAO



CORRESPONDENCE
Council Meeting March 20, 2017

DATE	FROM	REGARDING	ACTION	FILE
Feb-28	Ministry of Infrastructure	BUILD ON 2017 Infrastructure Update		
Mar-01	Georgian Bay Waterworks	Notice of Conference Workshop		
Mar-03	AMO Policy Update	Strategy for a Waste-Free Ontario: Building the Circular Economy Released		
Mar-06	Ministry of Education	Public Accomodation reviews and support for Education Rural and Remote Communities		
Mar-08	AMO Policy Update	Highlights of Bill 68: Modernizing Municipal Legislation		
Mar-09	AMO Communications	AMO WatchFile - March 9, 2017		
Mar-10	Municipal Property Assessment Corp	2017 Municipal Stakeholder Research		
Mar-10	Ministry of Agriculture Food and Rural Affairs	Applications for the 2017 Premier's Award for Agri-Food Innovation Excellence Program		
Mar-15	AMO Communications	Five things to do in March - AMO/LAS Events & Training		
Mar-16	AMO	Amo WatchFile - March 16, 2017		



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

March 7, 2017

To: Heads of Council, Chief Administrative Officers,
Finance Officers, Treasurers and Tax Collectors

From: Carla Y. Nell
Vice President, Municipal & Stakeholder Relations

Subject: Assessing Properties in Proximity to Industrial Wind Turbines

I would like to take this opportunity to share an update on a recent study published by the Municipal Property Assessment Corporation (MPAC).

We heard from Ontarians that they wanted more information about the impact of Industrial Wind Turbines (IWT) on property values. Given MPAC's legislative mandate to assess properties in Ontario, our assessors continually monitor influences on property value and recently conducted a comprehensive study to ensure that the assessments of properties in proximity to IWTs are fair and accurate.

Our findings concluded that the 2016 Current Value Assessments (CVA) of properties within five kilometres of an IWT are assessed at their current value and are equitably assessed in relation to homes at greater distances.

Our findings are consistent with the 2008 and 2012 CVA reports from MPAC and have been confirmed by Robert J. Gloudemans, an internationally recognized expert in the field of mass appraisal and ratio studies. The full report is available on mpac.ca under Property Types, [Industrial Wind Turbines](#).

If you are interested in learning more about the 2016 base year study, I encourage you to join one of our information webinars. The agenda will include a review of the study and key findings.

To register for this event, simply select your preferred date below, click on it and send it. Shortly thereafter, you will receive an appointment for the respective date including the webinar details. Capacity for each call is limited so we encourage you to RSVP as soon as possible so that we can effectively manage demand.

[Monday, April 3rd](#): 2:00 p.m. – 3:00 p.m.

[Thursday, April 6th](#): 11:00 a.m. – 12:00 p.m.

If you have any questions, please contact your local Municipal & Stakeholder Relations Account Manager.

Yours truly,



Carla Y. Nell

Vice-President, Municipal and Stakeholder Relations

Copy Regional and Account Managers,
Municipal and Stakeholder Relations



TO: All Local Clerks and CAO's

DATE: March 10th, 2017

FROM: Kate Puska, Executive Assistant

RE: Huron County Municipal Officers' Association Annual Meeting

The Annual Meeting of the Huron County Municipal Officers' Association will be held in the **Seaforth Legion, 123 Main Street South, Seaforth**, on April 21st, 2017.

Registration will be from 9:00 - 9:30 a.m. with the meeting to commence at 9:30 a.m.

An invitation is extended to your Council members and any municipal officials authorized to attend and paid for by your municipality. The 2017 membership fee is \$50.00 per municipality. The registration fee is \$30.00 per person, payable in advance by March 24th, 2017.

Please forward a cheque by March 24, 2017 covering the membership and any registration fees for the representatives who will be attending, along with the completed registration form which has been provided in the email.

We look forward to seeing you on April 21st in Huron East.

Thank you.

CHIEF ADMINISTRATIVE OFFICER

Corporation of the County of Huron, 1 Courthouse Square, Goderich, Ontario N7A 1M2 CANADA

Tel: 519.524.8394 Fax: 519.524.2044 Toll Free: 1.888.524.8394 (519 area only)

www.huroncounty.ca



**Huron County Municipal Officers' Association
Annual Meeting April 21, 2017
Seaforth Legion, 123 Main St South, Seaforth, ON**

AGENDA

9:00 a.m. **Registration** (coffee and snacks)

9:30 a.m. **Call to order by President Steffler
"O CANADA"**

President's Steffler's Remarks

Minutes – Approval of the April 22nd, 2016 meeting

Treasurer's Report – Approval of the Treasurer's Report-December 2016

Greetings – Host Municipality & County of Huron

- Mayor Bernie MacLellan, Municipality of Huron East
- Warden Jim Ginn, County of Huron

9:45 a.m. **Huron County Shared Services Action Plan Update**

- Common Design Projects
- Sharing Information on Projects
- Common Development Projects
- Economic Development
- CEMC – Jeff Horseman, Chief, Emergency Services, County of Huron

11:15 a.m. **Break**

11:30 a.m. **Recreation Study-** Tyler Hessel, Mayor of Municipality of Bluewater

12:00 Noon **Luncheon** – President Joe Steffler

- Call to Order by President – Joe Steffler
- Grace and Toast to the Queen
- Huron-Bruce MP, Ben Lobb
- Huron-Bruce MPP, Lisa Thompson
- Extend Thanks to Sponsors
- Thanks to Caterers

Introduce Executive of HCMOA 2016-2017

Past President	Genevieve Scharback, Manager, Corporate Services - Clerk, Municipality of South Huron
President	Joe Steffler, Deputy Mayor, Municipality of Huron East
1 st Vice-President	Carol Watson, Clerk, Township of Howick,
2 nd Vice President	Tyler Hessel, Mayor, Municipality of Bluewater

Executive	
One Year	Nancy Michie, Administrator-Clerk-Treasurer,
Two Years	Dave Jewitt, Deputy Mayor, Municipality of Central Huron
Three Years	Dwayne Evans
CAO	Brenda Orchard
Secretary-Treasurer	Susan Cronin

Introduce Guests, Councillors and Speakers - Warden Jim Ginn

LUNCHEON SPEAKER

- 2017 International Plowing Match update from Jacquie Bishop

12:45 p.m. Nominating Committee's Report

The following be the Nominating Committee to bring in a slate of officers for the year 2017-2018:

Past President	Joe Steffler, Deputy-Mayor, Municipality of Huron East
President	Carol Watson, Clerk, Township of Howick
1 st Vice-President	Tyler Hessel, Mayor, Municipality of Bluewater
2 nd Vice President	Nancy Michie, Administrator-Clerk-Treasurer, Municipality of Morris-Turnberry
One Year	Dave Jewitt, Deputy Mayor, Municipality of Central Huron
Two Years	Dwayne Evans, Clerk, Town of Goderich
Three Years	Councillor Yolanda Ritsema-Teeninga, Township of North Huron

1:00 p.m. **Infrastructure – Future Sustainability**

2:00 p.m. Election 2018 Updates from Maureen Beatty and Michael Schnare, Ministry of Municipal Affairs, and Huron County Election Group

3:00 p.m. **Adjournment**

Please join us after the meeting for our guest speaker

Rural Ontario's Hidden Opportunity: Small Village Servicing Innovation
Kevin Loiselle, President & CEO Clearford Water Systems Inc. As presented at the 2017 ROMA Conference.

RECEIVED
MAR 13 2017
TOWNSHIP OF NORTH HURON

MAITLAND
 Conservation
Foundation
Box 127 • Wroxeter • N0G 2X0

Dear Foundation Supporter:

The 29th annual Maitland Conservation Foundation Dinner and Auction will be celebrated on April 28, 2017 at the Brussels, Morris & Grey Community Centre. This is our most successful fundraising event thanks to the generous support of businesses and individuals who contribute to the evening.

This year the event theme is "Celebrating our Conservation Areas". The Maitland watershed provides an excellent example of successful efforts to improve the natural environment. Funds raised by the Foundation directly support improvements at the conservation areas and watershed restoration projects.

We are currently seeking donations for the auction. If you would like to donate this year please contact Lori Gordon at the MCF office at 519-335-3557 or by email at: foundation@mvca.on.ca.

In the coming weeks one of the MCF's Directors will follow up to see if you are able to make a donation. Donations received before April 7th will be listed in the event program.

In keeping with an environmental theme, donations of items related to conservation projects, landscaping, gardening, tree planting or outdoor recreation activities are being specifically sought. Products made locally using, or inspired by, natural resources are also desired. All donations and monetary contributions are greatly appreciated.

The 2017 Dinner and Auction will support the "Restoring the Maitland" campaign that the MCF launched in 2016. The MCF is planning to raise \$205,000 over the next three years. The campaign is raising funds for three projects including improvements to infrastructure at various Conservation Areas and the Middle Maitland Headwaters Restoration Project and the Garvey Glenn Watershed Restoration Project.

If you would like to attend the Dinner and Auction individual tickets are \$60 dollars per person. Tables of eight can be purchased for \$600 and table purchasers will receive a charitable tax receipt for \$120.

If you would like to sponsor a table the cost is \$250. Table sponsors receive a tax receipt for the full amount and recognition in the program. Guests with regular tickets will fill the seats at the sponsored tables.

Last year we sold out early so please contact Lori Gordon at 519-335-3557 or foundation@mvca.on.ca as soon as possible to reserve your tickets.

Sincerely,



Kate Procter
Chair, Maitland Conservation Foundation

Donation Suggestion List

- Landscape/Gardening
- Native plants, wildflowers, trees, shrubs
- Planting material/tools
- Trees
- Pollinator or Butterfly garden plants
- Gardening tools
- Composters
- Rain barrels
- Related gift certificates
- Gift baskets (local theme...ie honey, chocolate)
- Handcrafted items (pottery, quilts, wood, metal)

Outdoor recreation

- Biking, hiking, boating skiing, snowshoeing and other “eco” activity accessories
- Canoes and related equipment
- Fishing gear
- Camping gear/passes
- Birding books, binoculars and other related items
- Tickets to seasonal local events and attractions
- Photography related (camera packages)
- Certificates to golf courses
- Cottage vacation (as long as not too rustic)
- Fly fishing lessons and/or fly tying lessons
- Outdoor vacation packages

Watershed resources

- Framed pictures of wildlife or scenery
- Maple syrup/honey products
- Coupons for other local food products
- Gift certificates to restaurant that serves locally sourced foods
- Items made from local wood products or other natural materials
- Arts and craft made locally and reflecting environmental messages

ADDITIONAL IDEAS AND MONETARY DONATIONS ARE WELCOME.

Donations to the Dinner and Auction are eligible for charitable tax receipts.

THANK YOU FOR SUPPORTING THE MAITLAND CONSERVATION FOUNDATION



**LIBERATION 1945 - 2017
72 YEARS OF FREEDOM**

**CANADA 1867 - 2017
150 YEARS OF FREEDOM**

**DUTCH - CANADIANS
REMEMBER AS ONE**

RECEIVED

MAR 08 2017

TOWNSHIP OF NORTH HURON

March 3, 2017.

Dutch – Canadians – Remember as One,
202 – 250 Hincks Street,
Goderich, Ontario.
N7A 3E1.

Ms. Kathy Adams – Clerk,
The Township of North Huron,
P.O. Box 90,
Wingham, Ontario.
N0G 2W0.

Dear Ms. Adams,

The Dutch – Canadians – Remember as One committee is respectfully asking for the opportunity to make a presentation at your Council meeting of Monday March 20, 2017.

We are inviting this Council to join on Saturday May 13th at Liberation Memorial Park in Goderich.

The planned events and celebrations will be commemorative in nature and we will honour, remember and respect the twenty fallen men from Huron County who paid the supreme sacrifice during the liberation of the Netherlands in 1944-1945. As well we will honour and remember the 7,600 Canadians who lost their lives during this campaign.

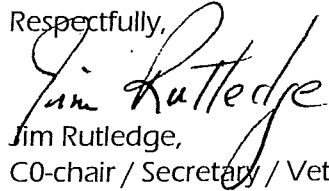
There will be a commemorative / memorial plaque unveiled in Liberation Memorial Park and this plaque will have the names of the twenty men from Huron County engraved on it. We will also unveil new signs and the park will be re-dedicated at this time. There will also be a parade with 24+ military vehicles from the World War II era. There will also be a concert with the Royal Regiment of Canada along with pipers of the 48th Highlanders of Canada performing their Liberation of the Netherlands concert. To close out the day there will be a reception with our special guests being our veterans, our youth, invited dignitaries and guests.

**NETHERLANDS – CANADA
TWO COUNTRIES ONE SPIRIT
LIBERATION – HONOUR – REMEMBRANCE
WITH OUR VETERANS AND YOUTH
www.dutch-canadiansremember.ca**

We are respectfully asking for Council's support in this venture in the amount of \$760.00 and our committee members will answer any questions that Council may have of us.

I am respectfully asking Council to look favourably on this letter and am looking forward to hearing from you at your convenience.

Respectfully,

A handwritten signature in cursive script that reads "Jim Rutledge". The signature is written in dark ink and is positioned above the printed name and title.

Jim Rutledge,
CO-chair / Secretary / Veterans.

519 524 1808

bookofhonour3946@gmail.com

Dutch-Canadians Remember as One – Goderich 2017 Invitation extended to Princess Margriet of the Netherlands Updated Dec 16th, 2017

Introduction...

A backgrounder on our committee and a history past projects is available at www.dutch-canadiansremember.ca

Our committee has worked with Ottawa and the Netherlands embassy to encourage a visit to Goderich by Princess Margriet of the Netherlands. We have been informed by the Ambassador of the Netherlands that in mid to late May the Princess will be in Canada, and our committee will be receiving a visit to Goderich by embassy staff in the near future. We take this to be an unofficial indication that a visit will be forthcoming.

Highlights of this Project...

- A visit to Goderich, Ontario at a date in May yet to be determined in 2017, by Princess Margriet.

Memorial Aspects of the Project

- We wish to lay plaques and rededicate the Liberation Memorial Park. We are submitting several plaque designs. Included is a design similar to one which resides in Holland, marking the time and place of the German surrender to the Canadian First Army.
- The park will be furnished with two styled signs to be visible from the busy roadway on Highway 21, to draw attention to the park, the plaques and the symbolism of the park features, including the fountain and pavilion structure.
- Included in the signage package is a sign that displays a QR code link into a revamped website that tells the story of the Dutch liberation, the 20 Huron County veterans who died in the Dutch campaign, and the story of the park. The website will inform, educate and engage park visitors on online searchers who wish to learn more about Canada's role in the Liberation of Holland. (see website development plan)
- The presentation of a scroll of original heraldic artwork, signed by Princess Margriet, will be presented by the Princess to Goderich officials for display in Goderich Town Hall. Copies of the signed scroll will be framed and distributed to officials from participating military units, sponsors and organizers.
- ***The Dutch-Canadians Remember as One website:*** A revamped website to act as a repository of information, media and research regarding the Liberation campaign. This includes an area that recognizes each military unit that participated in Liberation Campaign, with space available to tell their story.
 - For Dutch immigrants to post war Canada, a blog will be made available for them to post their family's story, including their war experience as well as their

family's experience in Canada. The intention is to establish a legacy of information to bring to life the impact the Liberation has had, even to this day.

- A biographical area for each of the 20 Huron County war dead from the Dutch Liberation Campaign.
 - The website will be search engine optimized and accessible in three languages, French, English and Dutch.
- **Heroes of Huron Website** – www.heroesofhuron.com (phase two): Opinion has been strongly expressed that we should not be ignoring Huron County war dead from other WWII campaigns as well as WWI casualties. While our initial thought was to commemorate the Dutch Liberation it is now recognized we need to extend our scope with a second phase.
 - We are proposing an additional website containing biographical content and information from official records for every Huron County war veteran commemorated on municipal cenotaphs.
 - Each cenotaph would display signage containing a QR code link into a segment of the website that would tell the story of each name displayed on the cenotaph. Our intent is to bring to life the person behind the name and to encourage local families to search their attics for forgotten links to these individuals. We hope local museums will benefit.
 - We will be drawing the WWII biographical content from the book entitled "The Men of Huron" authored by local historian Jim Rutledge. This will make the book content more accessible and enduring for future generations. The WWI content is also becoming available. We anticipate over 750 Huron County war dead will be commemorated.

Community Engagement aspects of the project

- **A parade** in Goderich which will include veterans, and representatives of military units, that participated in the Dutch campaign as well as their military bands. The parade will also include military vehicles of a WWII vintage.
 - A reception for the royals, dignitaries and officials.
- A musical concert to be conducted by the military band of the Royal Regiment of Canada, possibly accompanied by the 48th Highlanders.
- **A school outreach program** to visit school assemblies and classes to educate students on the Liberation of the Netherlands. We have had a very positive response from local school boards.
 - A promotion to develop "sister schools" between Canada and the Netherlands where Dutch and Canadian schoolchildren can establish contact in their history classes. (Skype)
 - A school assembly program to bring a professional speaker to schools to inform and create interest in attending the royal visit. History class visits might also be possible. We have noted historian, Norm Christie in mind as this speaker.
 - The design and placement of flyers and posters in schools to inform and promote the event.

- A full colour magazine-styled booklet publication "Dutch-Canadians Remember as One" for distribution to Huron County Schools, the Goderich tourist booth adjacent to Liberation Park and tourist booths situated throughout Huron County.

Our vision....

While the focal point of our event is the visit of Princess Margriet of the Netherlands, our committee is interested in developing a legacy communications strategy that will remain long after the event. This legacy would include awakening a renewed interest in the historic ties between Canada and the Netherlands that was forged by the Canadian First Army's victory in the Netherlands. The Liberation of Holland in 1945 has had an enduring impact on the Dutch people living in the Netherlands and south-western Ontario. Canada's generous and respectful treatment of the Dutch people in their darkest hour, paved the way for waves of emigration to Canada in the post war years. These immigrants worked hard, prospered and have become pillars of strength in the Canadian economic fabric.

Now, as the third and fourth generation of decedents progress through our education systems, we must make a special effort to reconnect our youth with this Canadian story. While Princess Margriet and the remaining veterans are a living connection with the Liberation of Holland, unfortunately this generation is rapidly fading into the recesses of Canadian consciousness. It is essential that the origins of this great Canadian story be made known to our present and future generations.

Promotions Budget

The promotions budget will finance the website redevelopment, and the paper based educational and promotional materials as follows:

For distribution to Huron County schools, and other public places...

- Posters – for distribution in public places to promote the event.
- Flyers – two page flyers for distribution at schools, and public places informing the public of the event and history surrounding it.
- Magazine-styled booklet of a least 16 pages, full colour, high gloss telling the story of the Liberation campaign, as told by members of the First Canadian Army, and Dutch citizens. As with the website, we will be reaching out to regimental units and their associations to document the narrative. Distribution includes schools, the tourist booth adjacent to the park, and other tourist booths in Huron County.

For royal signature...

Commemorative Scroll – by one of Canada's premier scrollmeister's, Capt. Mihail Murgoci. Captain Murgoci has been commissioned for numerous original works of art used for commemorative scrolls, some of which have been signed by various British royals.

A professionally researched, original artwork will be commissioned and presented to Princess Margriet, marking the occasion of her visit to Goderich. The signed scroll will be copied, and limited copy reproductions will be presented as thanks to local organizers, military commanders and event sponsors. The original artwork will then be presented to the Town of Goderich for display in town hall.

For legacy and promotion purposes...

Dutch-Canadians Remember as One Website Development Plan

The current website at www.dutch-canadiansremember.ca will transition into a new format to record the historic 2017 event, and to narrate the story of the Canadian First Army's sacrifice during the campaign to liberate Holland. The website content is intended to provide leading edge information that is not otherwise available anywhere else in Canada. The features would include the following highlights:

- The assembling of all types of media to tell the story of the Liberation of Holland, and the visit of Princess Margriet
- A blog area to invite family members of veterans, or Dutch people to recount their family history as it relates to the Liberation of Holland
- We will be reaching out to various units of the Canadian Army, regular and reserve to invite submissions from participating units of excerpts from their regimental histories, to bring to life their role during the Dutch campaign.
- We will be developing a narrative overview of Dutch campaign as well, which will help people understand the conditions during the campaign.
- We will be providing a digital map of Canadian war grave-sites in Holland, as well as place names of significant areas of the conflict. Google earth will be used to allow a 'digital tour' of these places.

Components of the revamped website

1. The existing content will be revamped and retained in its own section.
2. A section of the website will be set aside for each military unit that wishes to contribute photos and stories from their regimental histories as it relates to the Liberation of the Netherlands. The idea is to build a new interface between our military and the general public. Most unit histories are not available to the public. Each unit will be provided with login privileges to edit and add content. We will also provide webmaster services, and have an outreach program to encourage a living narrative.
3. We will be providing editing services to help tell the story and to encourage wide participation.
4. In addition to the military component of the narrative, we also want to provide a place for the Dutch diaspora to tell their story. We would be encouraging first and second generation immigrants to narrate their wartime stories. We would also want to

encourage the narration of life in Canada as seen through the eyes of Dutch-Canadians.

5. Online commentary: the website would include a section for commentary which upon approval will form part of the website content.
6. Media content: all forms of media will be available on the website, including content from the event day as well as historical.
7. We will be reaching out to historians to provide fully researched articles for publication on the site. We would anticipate there would be a cost associated with the rights to publish this content.
8. From the new signage displayed at Liberation Park in Goderich, a QR code will digitally connect visitors to the website.
9. Extensive Google mapping will allow visitors to view a map of important sites, and do a virtual visit with a ground view of the various battlefields, in a modern setting.
10. The phase two (Heroes of Huron Website – www.heroesofhuron.com) details are covered on page

Magazine-styled booklet

In addition to digital content, we will also be providing printed legacy content to be distributed in schools, tourist boots, and be made available upon request by the general public.

CANADA AND THE NETHERLANDS

TWO COUNTRIES HAVING ONE SPIRIT

LIBERATION - HONOUR - REMEMBRANCE

03/13/2017 10:44 5195241402

CEL GODERIC

PAGE 07/08

This commemorative plaque of Honour and Remembrance is a tribute to Canada and to the 7,600 Canadians of the First Canadian Army, Royal Canadian Air Force and the Royal Canadian Navy who paid the supreme sacrifice during the liberation of the Netherlands in 1944-1945. We Canadians of Dutch descent honour and remember the sacrifices that were made for the peoples of the Netherlands and for the liberation of their homeland.

This plaque of Honour and Remembrance was unveiled and dedicated by Her Royal Highness Princess Margriet of the Kingdom of the Netherlands on May 13, 2017.

Surrender talks began on May 4, 1945 at a farm in the Nude district on the west side of Wageningen located in the Province of Gelderland.

On May 5, 1945 in the Hotel de Wereld talks continued between Canadian General Charles Foulkes, Prince Bernhard of the Netherlands and General Blaskowitz of the 25th German Army. Then on May 6, 1945 the official surrender took place and with the signing of these surrender documents this event effectively and immediately ended the war in the Netherlands.

Following the signing of the official documents of surrender, May 5th has officially been recognized as Liberation Day in the Netherlands.

In 2010 the Prime Minister of the Netherlands stated "we remember the priceless gift given the Netherlands by the Canadians – it was the gift of freedom. We owe it.....to those who fell and to those who survived. Our liberators! Our heroes! Forever".

The Canadians stood up and enlisted into a cause they believed in and all went overseas with pride and all wore the uniform with the red maple leaf on it.

Today, we remember with the poppy which is the flower of remembrance and sleep, with the tulip which is the flower of friendship and gratitude, with the daisy (Margueritte) which was the flower of hope and resistance but also with the maple leaf the symbol of patriotism.

The Canadians who survived World War II returned to Canada and their loved ones and became known as Canada's "quiet generation" but today we honour and remember them as Canada's "greatest generation".

The Canadian sacrifices took place at the following.....

Lower Mass beginning in September, 1944. Moerbrugge Arnhem, Oosterbeek, Wolfheze, Driel and surrounding areas
South Beveland The Scheldt Breskens Pocket Woendrecht Savojaards Plaat Walcharen Causeway Roer Kapelsche Veer Reichswald
Twente Canal Deventer Zutphen Apeldoorn Gronigen
Ijsselmeer Wagenborgen and at the Delfzijl Pocket ending on May 2, 1945.

IN HONOUR AND REMEMBRANCE OF THE MEN OF HURON COUNTY WHO FELL DURING THE LIBERATION OF THE NETHERLANDS

ELLIOTT	Robert James	AGE 24	Sherbrooke Fusiliers	February 21, 1945.
EVANS	Lyle Alexander	22	South Alberta Regiment	March 7, 1945.
FAWCETT	Clifford Roy	25	Lincoln and Welland Regiment	April 6, 1945.
FINLAYSON	Roderick Alexander	31	Governor General's Foot Guards	March 26, 1945.
FRASER	James	34	RCAF No. 424 "Tiger" Squadron	November 1, 1944.
HART	Wilburt Carl	37	Black Watch Royal Highland Regiment	December 24, 1944.
HOFFMAN	Leonard Theodore	23	Highland Light Infantry of Canada	March 5, 1945.
HOOD	Lloyd	25	Lincoln and Welland Regiment	February 11, 1945.
JAMIESON	James	26	Carleton and York Regiment	April 22, 1945.
JOHNSTON	Kelso James	35	Royal Canadian Army Pay Corps	August 30, 1945.
KELLY	George Francis	24	Argyll and Sutherland Highlanders	April 17, 1945.
McSPADDEN	John Earl	22	Royal Winnipeg Rifles	February 19, 1945.
MONTGOMERY	Robert James	24	Lincoln and Welland Regiment	May 1, 1945.
MUGFORD	Earl Robert	22	Royal Canadian Regiment	April 15, 1945.
MURRAY	Donald McLennan	20	Royal Hamilton Light Infantry	October 17, 1944.
RYAN	Thomas Joseph	23	Highland Light Infantry of Canada	February 11, 1945.
SALLOWS	Robert Henry	19	Essex Scottish Regiment	March 8, 1945.
STRAUGHAN	George Melville	25	Argyll and Sutherland Highlanders	April 20, 1945.
TAYLOR	Melvin	30	1 st Canadian Parachute Battalion	March 24, 1945.
YOUNG	Richard Kenneth	31	Calgary Highlanders Regiment	March 2, 1945.

Dutch-Canadians Remember as One

- We are a committee who have been meeting since 2015 to mark Canada's 150th Anniversary and the special friendship between the Netherlands and Canada.



Dutch-Canadians Remember as One

- Canadian veterans where honoured by the people of Holland during the 70th Liberation celebrations in May of 2015.
- Our aim is to make known here at home, the special bond of friendship between the Netherlands & Canada



Dutch-Canadians Remember as One

- 7,600 Canadians laid down their lives in the struggle to liberate Holland
- Among the fallen, are 20 Huron County sons. We wish to honour those veterans and their surviving families.



Dutch-Canadians Remember as One

Princess Margriet
“Canada’s Princess”

Our website...

- www.dutch-canadiansremember.ca



*A petition
to the Government of Canada,
to request our government extend an invitation
to Her Royal Highness,
Princess Margriet of the Netherlands,
to celebrate
Canada's 150th anniversary.*

“We the residents of Southern Ontario, Canada, would be honoured to receive the presence of Her Royal Highness, Princess Margriet of the Netherlands, to celebrate the special bonds of friendship between our countries, established by the liberation of Holland in 1944 – 45, and the migration of Dutch immigrants to Huron County and surrounding areas in Southern Ontario. We ask that consideration be made to visit Goderich, Ontario and surrounding communities, on or about May 2017, to observe Canada's 150th anniversary.”

Dutch-Canadians Remember as One

- Our plans...
- To honour surviving veterans and their families with a reception, parade and a Liberation of Holland concert which we hope will be attended by Princess Margriet.



Dutch-Canadians Remember as One

- Our plans...
- A parade will proceed around Goderich Square, ending at Liberation Memorial Park for a plaque unveiling ceremony.

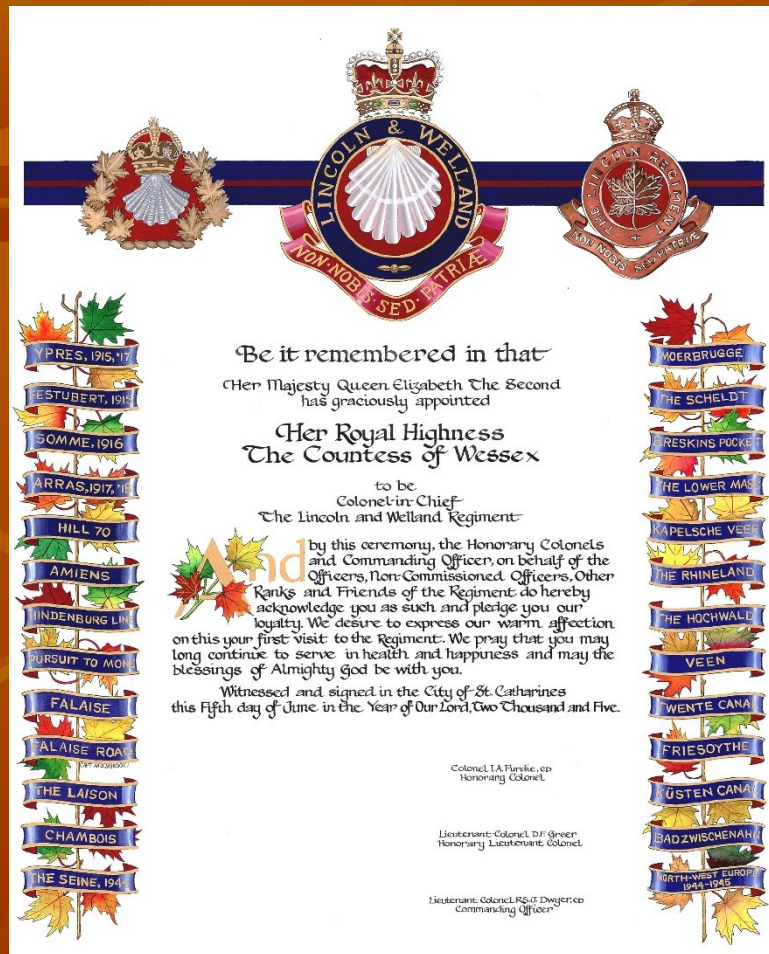


Dutch-Canadians Remember as One

- Our goals...
- The Liberation of Holland concert will be performed by the world-class band of the Royal Regiment of Canada, accompanied by pipers of the 48th Highlanders



Dutch-Canadians Remember as One



- We have commissioned for public display, an original piece of heraldic artwork on a scroll will be presented to the Princess for signature, noting her visit and the “Huron 20” who sacrificed their lives for the liberation of Holland.

Dutch-Canadians Remember as One

- Our plans...
- To enhance roadside visibility of Liberation Memorial Park along Hwy 21, so people know what the park is about.



Dutch-Canadians Remember as One

- Our Goals...
- To have a plaque erected at the park to commemorate the Canadian sacrifice.
- To provide a QR code at the park so people may link into the website and hear the full story.



Dutch-Canadians Remember as One

- Our plans...
- The website will be further developed to provide a living history told by veterans, their military units, and from the memories of our local Dutch community.



Dutch-Canadians Remember as One

- We need your help to stage this historic event and to capture our living history while we still can.
- Thank-You!





TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 20/03/2017
SUBJECT: Appointment of Weed Inspector
ATTACHMENTS: n/a

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Clerk's report on the Appointment of a Weed Inspector for information purposes;

AND FURTHER THAT the County of Huron Area Weed Inspector be appointed as the Weed Inspector for the Township of North Huron;

AND FURTHER THAT Schedule A to By-law No. 1-2017 Being a By-law to Appoint Statutory Officials to the Township of North Huron be amended to reflect the appoint of the Weed Inspector.

EXECUTIVE SUMMARY

The following requirements of municipalities exist under the Weed Control Act, R.S.O. 1990, Chapter W.5:

- Section 6(1) the council of every upper-tier and single-tier municipality shall by by-law appoint one or more persons as area weed inspectors to enforce this Act in the area within the council's jurisdiction and fix their remuneration or other compensation.
- Section 7(1) the clerks of each upper-tier and single-tier municipality shall report the names of all area weed inspectors before April 1, 2017.
- Section 8(1) municipalities may by by-law appoint one or more persons as municipal weed inspectors.
- Section 9(1) the clerks of municipalities who have appointed municipal weed inspectors shall report the names of all municipal weed inspectors before April 1, 2017.

The appointment of Weed Inspectors is under the jurisdiction of the Ministry of Agriculture, Food and Rural Affairs.

DISCUSSION

We have no municipal staff trained to assume the responsibilities of Municipal Weed Inspector for the Township.

County of Huron By-law 2016-015 "A By-law to Appoint an Area Weed Inspector" appoints the County Forest Conservation Officer as the Area Weed Inspector for the County of Huron. The By-law also gives the authority to the County Area Weed Inspector to enforce the Weed Control Act in all lower tier municipalities in the County of Huron.

The County Forest Conservation Officer Don Pullen, is agreeable to provide this service to the Township based on a cost recovery basis as established in the County's User Fees and Service Charges By-law of \$400.00 minimum for service provided to the Lower Tier Municipalities. Chief Building Official Kirk Livingstone has been in contact with Don Pullen and will be able to provide further information on the costs and service provided by the County for their Weed Inspector.

FINANCIAL IMPACT

Engaging the services of the County Area Weed Inspector on a cost recovery "as needed basis" will eliminate the time and costs associated with training municipal staff as Weed Inspectors.

FUTURE CONSIDERATIONS

The Township in the future may decide to have a staff from the CBO/By-law Enforcement Department take the training required to be the Township's Weed Inspector.

RELATIONSHIP TO STRATEGIC PLAN

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

Goal #3 – Our community is healthy and safe.

Goal #5 – Our natural environment is valued and protected.



Kathy Adams, Clerk



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 20/03/2017
SUBJECT: Source Water Protection Funding Agreement Amendment No. 3
ATTACHMENTS: SPMIF Amendment No. 3

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby adopts Amendment No. 3 to the Source Protection Municipal Implementation Fund (SPMIF_1314_026)
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 March 20, 2017 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). There has been two previous amendments to this agreement and this is a third Amendment to extend the agreement to March 31, 2018.

DISCUSSION

As outlined in the current agreement under Amendment No. 2, the spending deadline was March 5, 2017. The Province is providing a further extension to December 4, 2017 to fully spend the funds, with a final report due on December 8, 2017 and the agreement ending March 31, 2018. In order to take advantage of this extension, an amending by-law has to be passed and the agreement signed and returned by March 21, 2017 which will require all three readings at this meeting. There is \$17,897.25 left to be spent. These funds will be used to purchase and install municipal road signs and training for staff.

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, Director of Finance

Sharon Chambers, CAO

**AMENDMENT NO. 3
to a Grant Funding Agreement under the
2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_026)**

THIS AMENDMENT NO. 3 made in duplicate, as of the 7th day of March 2017,

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 the parties entered into Amendment No. 2 as of October 24, 2016 to extend the term of the Agreement, add an additional report, include new timelines, and expand the scope of eligible activities;

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. 3, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:
 - 2.1 Section 2.1 as amended by Amendment No. 3 is again deleted in its entirety and replaced with the following:

2.1 The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

2.2 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	December 8, 2017
Other Reports as specified from time to time	On a date or dates specified by the Province.

2.3 The first paragraph under the heading Section B.1 Eligible Activities, in Schedule B is hereby deleted and replaced with the following:

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 December 4, 2017 that are directly related to the following:

3. This Amendment No. 3 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, Amendment No. 1 and Amendment No. 2 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 3 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. 3 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. 3 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: Jeff Molenhuis
DATE: 20/03/2017
SUBJECT: RFT for Crush, Load, Haul, and Spread Maintenance Gravel Award
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby received the RFT for Crush, Load, Haul, and Spread Maintenance Gravel Award Report for information purposes;

AND THAT RFT-2017-002 be awarded to Joe Kerr Limited to crush, load, haul, and spread approximately 19,400 tonnes of Granular 'A' crushed gravel, at a cost of \$ 5.32 per tonne, in the amount of \$ 111,309.52 including HST.

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

EXECUTIVE SUMMARY

At the February 21st, 2017 Council meeting, the following resolution was passed:

THAT the Council of the Township of North Huron hereby grants pre-budget approval to tender for Crushing, Loading, Hauling, and Spreading of Maintenance Gravel in North Huron;

AND FURTHER THAT the Director of Public Works is authorized to proceed with the necessary documentation.

DISCUSSION

On February 22nd, Tender RFT-2017-002 was issued for procurement of approximately 19,400 tonnes of Granular 'A' maintenance gravel to be crushed, loaded, hauled and spread. It closed on March 8, 2017.

The following tenders were received:

Bidder	Location	Tender Amount Including HST
Joe Kerr Ltd.	Wingham, ON	\$111,309.52
Johnston Brothers (Bothwell) Ltd.	Bothwell, ON	\$117,870.30

The two tenders that were received met the conditions of the Tender.

FINANCIAL IMPACT

The financial impact to North Huron is based on actual quantities used in 2017. The total granular quantities for the Township of North Huron is anticipated to be approximately 19,400 tonnes, with the low bid equating to \$111,309.52. Note this year's budget section will also include staff time directly to the Maintenance Gravel job cost, in addition to the cost for materials noted in this report.

FUTURE CONSIDERATIONS

In the past in North Huron, maintenance gravel is undertaken in the spring months. Staff will be reviewing this approach over the spring of 2017 operation activities. Some municipalities conduct maintenance gravel in the fall months, and there may be an opportunity for operational improvements if maintenance gravel was moved to the fall, provided the timing doesn't impact the road condition in the spring. Staff will likely undertake a pilot project this year to defer some segments of maintenance gravel until the fall, and see how the road segment responds into the 2018 spring season. Fall maintenance gravel is a common approach in neighbouring municipalities.

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: Jeff Molenhuis and Pat Newson
DATE: 20/03/2017
SUBJECT: RFQ for Trade Services Award
ATTACHMENTS: 2017-2019 Trade Services Award Schedule

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the RFQ for Trade Services Report for information purposes;

AND FURTHER THAT that the 2017-2019 work schedule be awarded to the Preferred Contractors indicated on the attached schedules, in accordance with the terms stipulated in the Request for Quotation documents for Trade Services.

EXECUTIVE SUMMARY

Typically, the Township calls contractors directly for quotations for various trade services at the time needed throughout the year, on an as-needed basis. Sometimes, the cost of the trade service varies due to different hourly rates, and administrative items such as WSIB or insurance aren't cleared up front. The purpose of the Request for Quotation (RFQ) process is to ensure that the Township is obtaining competitive pricing for these services, as well as clearing some administrative items up front. The RFQ's closed on February 27, 2017 at 11:30 a.m.

DISCUSSION

A summary of the bids received and a preferred calling order is attached to this report.

The Township reserved the right to reject the lowest bid or any quotation, or part of any quotation, reject all quotations, or cancel this quotation process in whole or in part. At this time, the Township of North Huron will not be awarding a contractor for Overhead Door Systems, Brush cutting, Masonry or Carpentry as we did not receive more than one bid. In those cases, we did not feel it met the intent of the RFQ of obtaining competitive bidding and therefore these services were not awarded a primary or secondary call order. It should be noted that the document was circulated to an extensive list of trade services used in the past. It is expected that these services will be re-issued for quotation in the future.

The agreement for the provision of Trade Services specified in this document shall take effect on April 3rd, 2017 and is set to expire on March 31st, 2019. Agreements within the provision of Trade Services would be subject to an extension determined by the Township of North Huron pending rate negotiations prior to the Contract Expiry date of March 31, 2019.

Capital projects are excluded from this RFQ.

Staff have recommended that an exception to the lowest bid be awarded to Cliff's Plumbing and Heating for the NHWCC Aquatic Centre Plumbing and the NHWCC HVAC. Cliff's Plumbing and

Heating installed the equipment at the NHWCC and their experience and familiarity with the Dectron HVAC unit at the Aquatic Centre makes this provider the best choice for this service. Montgomery's Industrial Services did not meet the minimum experience requirements that were required for working on the Aquatic Centre equipment.

FINANCIAL IMPACT

Pending the services required staff will be able to consider the financial impact prior to work taking place based on the bid prices received and any additional services required such as after hours and emergency calls.

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



Pat Newson, Director of Recreation & Facilities

2017-2019 TRADE SERVICES SCHEDULE



Electrical							
Contractor Call Order	April 3 rd , 2017 to March 31 st , 2018 Hourly Rate	April 1 st , 2018 to March 31 st , 2019 Hourly Rate	After Hours / Emergency Call In	Travel Time	Mark Up	Contact Name	Phone Number
						Preferred	
1. RC Electric	\$ 50.00	\$ 50.00	\$ 75.00/ hr	\$ 50.00/hr One way	15%	Ritchie Collins	519-392-6108 519-357-5318
						Alternate	
2. Hays Electrical Contractor	\$ 55.00	\$ 57.00	\$ 82.50/ hr	\$ 55.00/hr	20%	Glen Hayes	519-392-8146 519-357-6055
3. Montgomery Industrial Services	\$ 57.50	\$ 59.00	\$ 115.00/ hr	\$ 30.00/hr	20%	Paul Montgomery	519-357-4300
4. Sepoy Wiring	\$ 65.00	\$ 65.00	\$ 97.50/ hr	\$ 0.00	25%	Rod Crich	519-357-1583 519-357-5593

Plumbing							
Contractor Call Order	April 3 rd , 2017 to March 31 st , 2018 Hourly Rate	April 1 st , 2018 to March 31 st , 2019 Hourly Rate	After Hours / Emergency Call In	Travel Time	Mark Up	Contact Name	Phone Number
						Preferred	
1. Montgomery Industrial Services	\$ 57.50	\$ 59.00	\$ 115.00/ hr	\$ 30.00/hr	20%	Paul Montgomery	519-357-4300
						Alternate	
2. Cliff's Plumbing and Heating	\$ 75.00	\$ 75.00	\$ 105.00/ hr	\$ 75.00/hr	25%	Cliff Mann	519-528-3913 519-357-7644
EXEMPTION – Cliff's Plumbing and Heating will be the Preferred Contractor at the NHWCC – Aquatic Centre							
3. Chad Lippert Plumbing	\$ 70.00	\$ 70.00	\$ 105.00/ hr	\$ 0.00	25%	Chad Lippert	519-392-8800 519-881-9553
4. Moran Mechanical	\$ 80.00	\$ 85.00	\$ 150.00/ hr 2 hour minimum	\$75.00/hr	40%	Gavin Moran	519-357-2904 519- 357-0296

2017-2019 TRADE SERVICES SCHEDULE



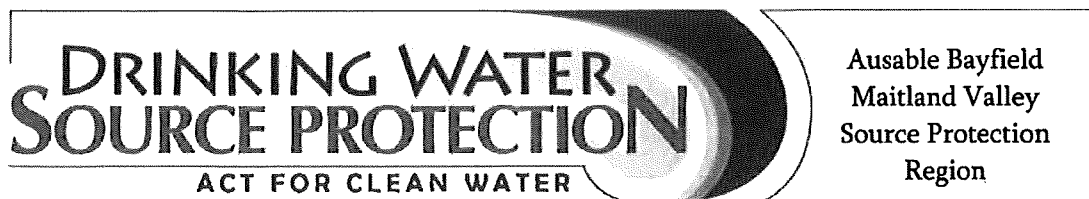
HVAC							
Contractor Call Order	April 3 rd , 2017 to March 31 st , 2018 Hourly Rate	April 1 st , 2018 to March 31 st , 2019 Hourly Rate	After Hours / Emergency Call In	Travel Time	Mark Up	Contact Name	Phone Number
						Preferred	
1. Montgomery Industrial Service	\$ 57.50	\$ 59.00	\$ 115.00/hr	\$ 30.00	20%	Paul Montgomery	519-357-4300
						Alternate	
2. Cliff's Plumbing and Heating	\$ 85.00	\$ 85.00	\$ 120.00/hr	\$ 85.00	25%	Cliff Mann	519-528-3913 519-357-7644
EXEMPTION – Cliff's Plumbing and Heating will be the Preferred Contractor at the NHWCC – Aquatic Centre							
3. Moran Mechanical	\$ 80.00	\$ 85.00	\$ 150.00/hr with a 2hr minimum	\$ 80.00	40%	Gavin Moran	519-357-2904 519-357-0296

Linesman with Bucket Truck							
Contractor Call Order	April 3 rd , 2017 to March 31 st , 2018 Hourly Rate	April 1 st , 2018 to March 31 st , 2019 Hourly Rate	After Hours / Emergency Call In	Travel Time	Mark Up	Contact Name	Phone Number
						Preferred	
1. Pletch Electric	\$ 110.00 (50-foot boom) Bucket Truck and 1 Man	\$ 110.00 (50-foot boom) Bucket Truck and 1 Man	\$ 165.00/ hr	\$ 0.00	30%	Wayne Pletch	519-357-6073
						Alternate	
2. Dave Hawkins Line Service	\$ 170.00 (45-foot boom) Bucket Truck and 2 Men	\$ 170.00 (45-foot boom) Bucket Truck and 2 Men	\$ 255.00/ hr	\$ 85.00	20%	Jeff Hawkins David Hawkins	519-881-7934 519-575-5391

2017-2019 TRADE SERVICES SCHEDULE



Tree Removal / Trimming							
Contractor Call Order	April 3 rd , 2017 to March 31 st , 2018 Hourly Rate	April 1 st , 2018 to March 31 st , 2019 Hourly Rate	After Hours / Emergency Call In	Travel Time	Mark Up	Contact Name	Phone Number
						Preferred	
1. Cut Rite Tree Service	\$ 120.00 (55-foot boom) Bucket Truck and 2 Men	\$ 120.00 (55-foot boom) Bucket Truck and 2 Men	\$ 0.00	\$ 0.00	0%	Brian White	519-357-0809
						Alternate	
2. Alpine Tree Services	\$ 150.00 (55-foot boom) Bucket Truck and 1 Man	\$ 150.00 (55-foot boom) Bucket Truck and 1 Man	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
	\$ 200.00 (75-foot boom) Bucket Truck and 1 Man	\$ 200.00 (75-foot boom) Bucket Truck and 1 Man	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
	\$ 150.00 15" Chipper, Truck & 1 Man	\$ 150.00 15" Chipper, Truck & 1 Man	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
	\$ 100.00 15" Chipper and Truck Only	\$ 100.00 15" Chipper and Truck Only	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
	\$ 200.00 110 HP Stump Grinder	\$ 200.00 110 HP Stump Grinder	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
	\$ 50.00 Grounds Man	\$ 50.00 Grounds Man	\$ 0.00	\$ 0.00	0%	Mike Pulles	519-525-1601
3. David Hawkins Line Service	\$ 175.00 (55-foot boom) Bucket Truck and 2 Men	\$ 175.00 (55-foot boom) Bucket Truck and 2 Men	\$ 262.50/ hr	\$ 87.50	20%	Jeff Hawkins David Hawkins	519-881-7934 519-575-5391



March 15, 2017

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

Atten.: Ms. Sharon Chambers

Dear Ms. Chambers:

**Re: Municipal Representative to the Source Protection Committee
Central Municipal Grouping**

Source Protection Committees were established under the Province of Ontario's *Clean Water Act, 2006* to create and carry out a plan to protect municipal sources of drinking water. The local Source Protection Committee (SPC) for the Ausable Bayfield Maitland Valley Source Protection Region is currently comprised of fifteen members, five of whom are municipal representatives.

Each municipal representative represents a group of municipalities. The Township of North Huron is within the central grouping which is represented by Mr. David Blaney, who is a Councillor from Huron East. The other two municipalities within the central grouping are Huron East and Morris Turnberry.

Mr. Blaney was recently appointed to the Maitland Valley Conservation Authority's Board of Directors. Under current rules, a Board member of the Conservation Authority may not also sit on the SPC – unless an exemption from the Minister of Environment and Climate Change is received.

I am contacting you as the Ausable Bayfield Source Protection Authority (SPA) would like to seek a Minister's exemption to retain Mr. Blaney on the SPC until at least late 2018 when the next round of SPC retirements takes place. The Ausable Bayfield SPA is seeking this exemption as membership on the SPC is currently in transition due to:

Ausable Bayfield Maitland Valley Source Protection Region
c/o Ausable Bayfield Conservation Authority
71108 Morrison Line, R.R. 3
Exeter, ON N0M 1S5

Tel 519.235.2610
Fax 519.235.1963
Toll Free 1.888.286.2610
www.sourcewaterinfo.on.ca

- an existing member being appointed as Chair
- the unfortunate death of one member
- the possible retirement of another member
- the replacement of a number of SPC members in late 2015

The SPC has previously expressed concern over member turnover and the resultant loss of experience and expertise.

As the creation and approval of the local Source Protection Plans has now taken place, it is anticipated that there will be 2 to 3 SPC meetings per year. Committee duties may include:

- Reviewing changes that need to be included in the next update of the Assessment Report
- Review reports and assess policy effectiveness
- Responding to requests by the MOECC
- Correspondence

To apply for an exemption from the Minister the Ausable Bayfield SPA requires letter of support from the affected municipalities.

We are contacting each of the municipalities in the central grouping seeking a resolution supporting the request for an exemption from the Minister. This exemption would permit Mr. Blaney to remain on the SPC until at least late 2018 when the next round of SPC retirements take place.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely;



Geoffrey Cade
Program Supervisor

c.c. Mr. Brad Knight, Municipality of Huron East
Ms. Nancy Michie, Municipality of Morris Turnberry
Mr. Phil Beard, MVCA

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

BY-LAW NO. 20-2017

Being a by-law to authorize designated officials to sign, on behalf of Council, Amendment No. 3 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. 3 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. 3 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 20TH DAY OF MARCH, 2017.

READ A THIRD TIME AND PASSED THIS 20TH DAY OF MARCH, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

AMENDMENT NO. 3
to a Grant Funding Agreement under the
2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_026)

THIS AMENDMENT NO. 3 made in duplicate, as of the 7th day of March 2017,

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 the parties entered into Amendment No. 2 as of October 24, 2016 to extend the term of the Agreement, add an additional report, include new timelines, and expand the scope of eligible activities;

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. 3, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:
 - 2.1 Section 2.1 as amended by Amendment No. 3 is again deleted in its entirety and replaced with the following:

2.1 The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

2.2 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	December 8, 2017
Other Reports as specified from time to time	On a date or dates specified by the Province.

2.3 The first paragraph under the heading Section B.1 Eligible Activities, in Schedule B is hereby deleted and replaced with the following:

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 December 4, 2017 that are directly related to the following:

3. This Amendment No. 3 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, Amendment No. 1 and Amendment No. 2 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 3 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. 3 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. 3 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. 21 (2017)**

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

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

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

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

- 1. That Schedule “B” of By-law No. 54 (2007) – “Community Emergency Management Co-ordinator and Alternates, be hereby amended effective April 1, 2017.

READ A FIRST AND SECOND TIME THIS 20th DAY OF MARCH, 2017.

READ A THIRD TIME AND PASSED THIS 20th DAY OF MARCH, 2017.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON
BY-LAW NO. 21 (2017)**

Appendix B

Community Emergency Management Co-ordinator and Alternates

Primary	Dave Campbell, Field Superintendent, Huron County Paramedic Services.
Alternates	Kathy Adams, Director of Corporate Services/Clerk. Tim Poole, Chief Wingham Police Service.
Emergency Information Officer	Sharon Chambers, CAO.

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
BY-LAW NO. 22-2016**

TO AMEND BY-LAW NO. 107-2016

**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**

WHEREAS, the Municipal Act, S.O. 2001 c.25, Section 227 states:

It is the role of the officers and employees of the municipality,

- (a) to implement council's decisions and establish administrative practices and procedures to carry out council's decision;
- (b) to undertake research and provide advice to council on the policies and programs of the municipality; and
- (c) to carry out other duties required under this or any Act and other duties assigned by the municipality;

AND WHEREAS, Section 3. (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, states:

The council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 23.1 of the Municipal Act, S. O. 2001 c. 25 provides that sections 9, 10 and 11 of the Act authorizes a municipality to delegate its powers and duties under any Act to a person or body subject to listed restrictions;

AND WHEREAS, the Council of the Township of North Huron deems it expedient to appoint a Chief Building Official and Building Inspector(s) whose duties shall also include Building Inspections, By-law Enforcement, and Property Standards Enforcement, as required;

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

1. THAT the Council of the Township of North Huron hereby appoints a Chief Building Official for the Township of North Huron as set out in Schedule 'A' of this By-law; and he will act at the pleasure of Council, effective August 15, 2016;
2. THAT the Council of the Township of North Huron hereby appoint Building Inspectors for the Township of North Huron, as set out in Schedule 'A' of this By-law, who will act at the pleasure of Council, effective August 15, 2016 and December 1, 2016;
3. That the Reeve and Clerk are hereby empowered to sign and execute this said By-law;
4. That this By-law shall come into force and take effect on passing thereof, and supersedes By-law No. 107-2016, By-law No. 6-2011, By-law No. 64-2011, By-law No. 65-2011, By-law No. 35-2016, By-law No. 72-2016 and By-law No. 95-2016 and all by-laws passed under the authority of the Act or its predecessors, thereof.

READ A FIRST AND SECOND TIME, this 20th day of March, 2017.

READ A THIRD AND FINAL TIME AND PASSED, this 20th day of March, 2017.

CORPORATE SEAL

Neil Vincent, Reeve

Kathy Adams, Clerk

SCHEDULE 'A' TO BY-LAW NO. 22- 2017

1. The Township of North Huron hereby appoints as Chief Building Official:
Kirk Livingston – effective August 15, 2016

2. The Township of North Huron hereby appoints as Building Inspectors:
Kirk Livingston – effective August 15, 2016
Steven Fortier - effective August 15, 2016
Jamie Bell - effective December 1, 2016

3. The Township of North Huron hereby appoints as Property Standards Officers:
Kirk Livingston – effective August 15, 2016
Steven Fortier - effective August 15, 2016
Jamie Bell - effective December 1, 2016

4. The Township of North Huron hereby appoints as By-law Enforcement Officers:
Kirk Livingston – effective August 15, 2016
Steven Fortier - effective August 15, 2016
Jamie Bell - effective December 1, 2016

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

BY-LAW NO. 23-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Land Use Agreement for the purpose of a Wingham Farmers' Market 2017-2019 between the Corporation of the Township of North Huron and The Wingham Farmers' Market Committee.

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 Land Use Agreement for the purpose of a Wingham Farmers' Market 2017-2019 between the Corporation of the Township of North Huron and The Wingham Farmers' Market Committee;

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, on behalf of Council, a Land Use Agreement for the purpose of a Wingham Farmers' Market 2017-2019 between the Corporation of the Township of North Huron and The Wingham Farmers' Market Committee.
2. That a copy of the Site Map and the Agreement are attached hereto and designated as Schedule 'A' and 'B' 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 20TH DAY OF MARCH, 2017.

READ A THIRD TIME AND PASSED THIS 20TH DAY OF MARCH, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

**LAND USE AGREEMENT
FOR THE PURPOSE OF A WINGHAM FARMERS' MARKET**

BETWEEN:
THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(the "Township")
AND
THE WINGHAM FARMERS' MARKET COMMITTEE
(the "Farmers' Market")

WHEREAS the Council of the Township of North Huron supported the Wingham Farmers' Market for the 2016 season which was held at Cruickshank Park located at 360 Josephine Street owned by the Township of North Huron. **AND WHEREAS** The Wingham Farmers Market has requested to again locate in Cruickshank Park for the 2017 season **AND WHEREAS** The Township of North Huron owns and operates Cruickshank Park **AND WHEREAS** the parties hereto wish to establish terms for the Farmers' Market to use Cruickshank Park for the purposes of a Farmers' Market:

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

Term

The Farmers' Market will have permission to use the site on Wednesday afternoons from 2:30pm to 8:00pm for the months of June to September. This agreement is for the 2017, 2018 and 2019 seasons. Through a motion of Council, this agreement may be extended to future years, until terminated by either party under the terms of the Termination Clause, or by mutual agreement. The agreement may be updated to reflect additional terms through mutual agreement by both parties. This may be in the form of an amendment to this current agreement, or by way of a new agreement.

Usage

The site is being used for the purposes of a producer based community driven Farmers' Market. The intent of this program and retail service is outlined in "Introducing Wingham Farmers' Market 2015" document and the "Wingham Farmers' Market Association Rules and Regulations – 2017 Market Season" attached to this agreement as Schedule B. Any other use of this property under this agreement is prohibited.

Rent

As decided at the April 18, 2016 Council, the Farmers' Market Committee will be eligible to access the community rate for the use of Cruickshank Park at 360 Josephine Street for the Farmers' Market. The community rate is Councils contribution to the support of the Farmers' Market. The Farmers' Market is responsible for any operating expenses associated with the use of this space for the Farmers' Market.

Site Condition

The Farmers' Market is responsible for any damage to the property as a result of the Farmers' Market and will reimburse the Township for any repair costs. At the start of each season both parties will meet to review the condition of the site. The site must be in the same condition at the end of the Farmers' Market season.

Any permanent changes to the site, or any temporary changes that will remain in place at times when the Farmers' Market is not in operation, must be approved in writing, in advance, by the Township.

The Farmers' Market is responsible for site conditions during the Farmers' Market. The Township will inspect the site prior to 3:30pm on the day of the Farmers' Market, and by noon on the day following the Market. Any issues will be brought to the attention of the Farmers' Market for immediate corrective action. Any corrective action that must be taken on by the Township as a result of inaction by the Farmers' Market to correct issues, will be expensed to the Farmers' Market. Payment to be received prior to the start of the next Farmers' Market.

The space provided allows for a maximum of 14 vendor sites inside the park. This is inclusive of the Community Site for use by local Community Groups, donated by the Farmers' Market. The site setup will comply with the following:

- Farmers' Market will be set up as per Schedule A attached to this agreement.
- Canopies set up for each vendor will be roof only, no sides.
- No set up will penetrate the ground for any purposes.
- The Farmers' Market will be aware of vendor and shopper safety and immediately correct any condition that may be unsafe and maximize participant safety.
- No vehicles are permitted to drive on Cruickshank Park as part of set up, take down, or during the market.
- The Farmers' Market will make arrangements for available washrooms for vendors and patrons of the market.

Alcohol Samples

Under the guidelines of Ontario Farmers Market, samples of alcohol may be served at an Ontario Farmers' Market. Any alcohol service at the Wingham Farmers' Market must comply with the North Huron Municipal Alcohol Policy, and all regulations of the Alcohol and Gaming Commission of Ontario. It is the responsibility of the Wingham Farmers' Market Committee to enforce compliance.

Community Vendor Space

One space at the Farmers' Market is being provided for Community Usage. This space is provided to that user at no fee. The group must be an associate member of the Wingham Farmer's Market and pay an annual membership fee.

Insurance

The Farmers' Market will be registered with the Farmers' Market Ontario and maintain in place an insurance policy through this association. The policy will have a minimum coverage of \$5 Million for Commercial General Liability. The Farmers' Market will provide proof of this policy to the Township prior to each Farmers' Market season, naming the Township of North Huron as an additional insured on the policy.

It is the responsibility of the Farmers' Market to ensure that the vendors have adequate insurance for their operations.

Vendors are not covered by the Township of North Huron's insurance policy and will not have access to compensation through the Township of North Huron. In the event that the Farmers' Market Committee or a market vendor is named in a law suit, the Township of North Huron is not responsible for any costs related to the suit, legal process or for any compensation that may be decided upon as a result of that suit.

Indemnity

The Farmers' Market shall indemnify and save harmless the Township from and against all fines, suits, claims, demands and actions of any kind or nature to which the Township shall or may become liable for or suffer by reason of any breach, violation or non-performance of the Farmers' Market of any term or provision of this Agreement or by reason of any loss, damage, or injury occasioned to or suffered by any person or persons or any property by reason of any action, neglect, negligence, wilful misconduct or default on the part of the Farmers' Market, its employees or volunteers save and except any fines, suits, claims, demands and actions of any kind or nature resulting from any action, neglect, negligence, wilful misconduct or default on the part of the Township, its employees or Members of Council.

Signage

For each Farmers' Market, the following signage will be erected:

- No smoking within 20 meters of the Farmers' Market
- In case of emergency call 911. The address is 360 Josephine Street, Wingham.
- A sign indicating the responsible person for the Farmers' Market and how they can be contacted.

Huron County Health Unit

The Farmers' Market will be responsible for compliance with all the regulations of the Huron County Health Unit. The Farmers' Market is responsible for contacting the Health Unit prior to the start of each season.

The Farmers' Market is responsible for complying with the Health Unit requirement for washrooms, wash stations, on site food preparation and any signage required by them.

Set Up and Take Down of the Market

The Township of North Huron will deliver to the site, each week, garbage & recycle bins. The garbage and recycle bins will be emptied and retrieved by the Township on the Thursday following the Farmers' Market. All vendor garbage is to be removed off site. The bins provided by the Township are for public waste.

Point of Contact

The point of contact for the Farmers' Market will be the Chair of the Farmers' Market Committee. At the start of each season, the name, address, email, and phone number of this individual will be made available to the Township.

The point of contact for the Township of North Huron will be the Economic Development Officer. She can be reached at 519-357-3550 x. 131. Email to cgoodall@northhuron.ca. Mail can be sent to: Township of North Huron, PO Box 90., Wingham, ON. N0G 2W0.

Lawful Use

The Farmers' Market will observe and fulfill the lawful provisions and requirements of all statutes, by-laws, rules and regulations, municipal, provincial or federal, relating to the use of the land.

Utilities

The site has no water provided. Limited hydro is available upon request. Any hydro supply must meet ESA standards, and it is the responsibility of the Wingham Farmer’s Market Committee to ensure compliance. If water is required, the Farmers’ Market will make their own arrangements. Any water supply must meet the standards of the Huron County Health Unit.

The supply of these utilities must be done in a way that is safe for all users of this location and any adjacent property to this site. Any trip hazards must be minimized and clearly identified. .

Termination

Either party has the option to terminate this agreement with written notice, received no later than March 1 of that year, prior to the Farmers’ Market season.

Should the Farmers’ Market group not comply with the terms of this agreement, they will receive written notice of non-compliance. In the notice to the Farmers’ Market, a time line for correcting the compliance issue will be identified. Should the Farmers’ Market not comply within that time frame, it is cause termination of this agreement with no further notice.

Should the Township deem that the non-compliance is a safety or health risk to anyone and it cannot immediately be corrected, it is cause for immediate shut down of the Farmers’ Market, until such time that the Farmers’ Market can take corrective action to the satisfaction of the Township.

Non Transferable

This land use agreement is non-transferable without the written consent of the Township.

We agree to the terms and conditions set out in this Land Use Agreement:

DATED the _____ day of _____, 2017.

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

Per: _____
Neil Vincent, Reeve

Per: _____
Kathy Adams, Clerk

We have authority to bind the Township.

**WINGHAM FARMERS’ MARKET
COMMITTEE**

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Wingham
Farmers’ Market Committee.

SCHEDULE A

Site Map



Canopies will be clustered together either in boxes A+B, A+B+C, just C or just D or a combination thereof.

SCHEDULE B

Wingham Farmers' Market Association Rules & Regulations – 2017 Market Season
(attached)



WINGHAM

FARMERS' MARKET

**WINGHAM FARMERS' MARKET IS HOMEGROWN,
VIALE AND VIBRANT AND WILL HELP BUILD A
HEALTHIER, WELL CONNECTED AND MORE
NEIGHBOURLY COMMUNITY**

**Wingham Farmers' Market Association
Rules & Regulations**

2017 Market Season

Wingham Farmers' Market Association Rules & Regulations

PURPOSE

1. The purpose of this Vendor's Handbook is to describe the organization and administration of the Wingham Farmers' Market and to detail the rules and regulations to be followed by the Steering Committee, vendors and staff of the market. The Steering Committee shall deal with any issue not covered in this handbook.

ORGANIZATION

2. **Wingham Farmers' Market Association (WFM).** The name of the organization is the Wingham Farmers' Market Association. The Vision of the Wingham Farmers' Market Association is to develop a market that is homegrown, vibrant and viable, one which will help build a healthier, well-connected and neighborly community. The mission of the Wingham Farmers' Market Association is to maintain a sustainable and viable Farmers' Market for the purpose of marketing local farm, agriculture and craft products and to improve production of, stimulate interest in and increase consumption of local products. The Wingham Farmers' Market is therefore open to local and bona fide producer-vendors that meet the vendor criteria as outlined in this document and/or have been approved by the WFM Steering Committee. All vendors must be members of the Wingham Farmers' Market Association.
3. **Governance.** For the 2017 season, the Wingham Farmers' Market Association is governed by a Steering Committee led by community members, Wingham BIA representatives and market vendors. Steering Committee meetings will be held regularly in Wingham on a day/place to be determined by current committee members. Governance may shift to an elected Board of Directors once the market is fully established.
4. **Management.** The Wingham Farmers' Market is managed and operated by Steering Committee members and market vendors.

MARKET LOCATION & SEASON

5. **Location.** The 2017 Wingham Farmers' Market is located in Cruickshank Park on Josephine Street in Wingham, ON (See Appendix A).
6. **Dates & Hours of Operation.** The 2017 season consists of 17 market days:
 - Regular season: from June 7th to September 27th from 3:30 to 7:00 p.m.

ELIGIBILITY FOR MEMBERSHIP

7. **Eligibility.** The vendor is defined as the applicant or the applicant's spouse, sibling, child, parent, domestic partner or employee who assists substantially in the cultivation of the crops or in the production of the agricultural, baking or craft product.

The sale of items grown or produced by anyone other than the vendor, as defined above, is only permitted by special provision. These items shall not exceed 25% of a vendor's weekly display and must be grown or produced within a 75 km radius of the Town of Wingham. Such items must be approved by the Steering Committee in advance of selling at the market and cannot be in competition with items for sale by other market vendors. These items will be identified as to their originating producer with signs stating "Home Grown" or "Locally Grown."

8. **Residency.** Applicants must be residents of Ontario and grow or produce the goods within a 75 km radius of the Town of Wingham. Applicants outside of the 75 km radius may be approved as vendors at the discretion of the Steering Committee.
9. **Vendor Status.** There are two types of market vendors:
 - **Daily Vendors** attend the market on a week-by-week basis and pay the regular stall fee each day they attend.
 - **Season Vendors** pay for the entire market season up-front and receive a substantially discounted stall fee.

PRODUCT CATEGORIES

10. **Agriculture.** Products include, but are not limited to: fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, vinegar, meat, fish, poultry (quota) and eggs (graded), soap, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc.
11. **Baking.** Products include, but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.
12. **Ready to Eat products.** Vendors may offer ready to eat foods if they utilize local foods from other WFM members or other local producers. Anyone offering ready to eat foods for sale at the farmers' market must maintain proper standards for preparation, storage and service as outlined by Ministry of Health guidelines. Vendor must provide own hand wash facilities and refuse containers.
13. **Arts and Crafts.** Arts and Crafts must be hand-made by the vendor using his/her own skill, artistry and training to produce a new, unique and original product.

APPLICATION AND SELECTION PROCESS

14. **Vendor Agreement.** All applicants for membership must complete a "Vendor Agreement" form. This agreement is made annually between the Wingham Farmers' Market Association and the producer/vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their agreement, as detailed in this handbook. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety of products; to ensure fairness to all vendors and to ensure vendors abide by the rules of the market. The agreement also lists all the products approved by the Steering Committee for sale at the market.
15. **Review & Approval.** The Steering Committee will review the completed Vendor Agreements and recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, based on a majority vote. The Wingham Farmers' Market Association reserves the right to refuse the acceptance of an applicant or product that is not in keeping with the rules, regulations or standards of the Wingham Farmers' Market Association. Applicants may ask the Steering Committee to reconsider decisions made on their admission or products.
16. **New Products.** If, after approval of original product lists, vendors wish to sell items which fall into a different product category or which represent a major departure from the product(s) originally juried, the items must be juried and approved before they can be offered for sale. The original application will be amended as required.

17. BOOTH/STALL ALLOCATION

Stall Fees. Stall fees are determined annually by the Steering Committee (see #21). A stall is approximately 10ft x 10ft. A stall will be available each week for a non-profit community group free of charge. The group must pay an annual membership fee and be an associate member of the Wingham Farmers' Market Association.

18. **Space Allocation & Location.** Stall spaces are allocated in the following priority:

- a. Returning full season vendors;
- b. Full season vendors; those who have seasonal fees paid receive first priority;
- c. Daily vendors.

19. **Sharing.** Two vendors may share a stall provided that they meet the following criteria:

- Both must hold individual memberships
- Products of both must be displayed at all times
- Their products are deemed compatible
- Both vendors must attend the market

20. **Sub-letting.** Vendors may not sell, sub-let or rent stall space to other vendors unless approved by the WFM Steering Committee.

FEES

21. **Membership Fee.** The annual non-refundable membership fee is \$20.

22. **Stall Fees.** Fees are based on vendor status and size of the stall.

- Daily. Payable each day of the market on arrival.
- Season. Full season fees are discounted from daily fees and payable in advance.

Vendor Type	1 st Stall (10ft x 10ft)	2 nd Stall (10ft x 10ft) if interested
Weekly – due each week	\$15.00 each week	\$12 each week
Season – due up front	\$10 x 17 weeks = \$170	\$8 x 17 weeks = \$136.00

23. Refund Policy.

Membership and daily stall fees are non-refundable. Season fees may be refundable, for valid reasons, on approval of the Steering Committee. Refunds will be pro-rated according to the market days remaining. A \$25 administration fee is applicable.

VENDOR RESPONSIBILITIES

24. **Compliance.** Vendors must comply with the following; failure to do so may be grounds for termination of the Vendor Agreement and Membership:

- The Wingham Farmers’ Market Association Rules and Regulations as outlined herewith.
- Municipal, Provincial and Federal Regulations regarding labeling, measures, safe food handling, health and safety, liability etc. for all products offered for sale at the Market must be observed. Compliance is the responsibility of the individual vendor and not the Wingham Farmers’ Market Association or the Township of North Huron.

The Board reserves the right to appoint members to visit a farm or workshop, etc. to verify compliance.

25. **Payment of Fees.** All applicable fees must be paid on Market Day prior to stall setup.

26. **Booth Sitters.** Vendors and/or their qualified and knowledgeable staff are expected to attend the market in person to sell their own products. Occasional use of booth sitters is permitted and vendors are encouraged to arrange a sitter rather than not opening the stall for the day. Vendor to notify the Market Manager by cell phone or in person (Notification on market day is acceptable).

27. **Punctuality.** Late arrivals and early departures disrupt the market and can be a safety issue. Vendors who arrive late or leave early will be warned by the Market Manager and, if late or depart early six (6) times, risk termination of their Vendor Agreement and vendor status.

- **Late arrivals.** Vendors must arrive at the market in time to unload, move products into the stall, park vehicles, setup their stall and open for business at the designated open time (see article 6 for times). If a Season Vendor has not arrived at least 15 minutes before opening time, the Market Manager has the option to rent the stall to a Daily Vendor for the day. Season Vendors are encouraged to notify the Market Manager if they will be late or absent.
- **Early departures.** Vendors must keep their stalls open for the entire market day and not begin to tear down before the designated closing time. All vendors must leave the market no later than 1 hour after the market closes.

28. **Products.** Vendors must bring enough product to last the entire day. Exceptions may be made for reasons of product supply beyond control of the vendor, ie. produce in season.

29. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs, etc.) and setting up and tearing down any displays. The market is not able to provide any materials. Stalls should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The name of the individual and/or business should be prominently displayed at the booth. Vendors are encouraged to seek the advice and assistance of the Steering Committee or Acting Market Manager. The Acting Market Manager may ask that unsightly or unsafe materials be removed.

30. **Parking.** Vendors are required to park in the designated areas after unloading their products.

31. **Conducting business.** Vendors must remain in their own stalls when selling. Sales must be conducted in an orderly and business-like way and no shouting or other objectionable means of soliciting trade are permitted.

32. **Pricing.** All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives such as “\$2 each – 3 for \$5” are permitted.
33. **Farm Products Grades and Sales Act.** Produce should be sold by units or legal containers such as bushel, 4-litre baskets, quart, etc. If your product is sold by weight, the scale has to be government inspected with a valid sticker displayed. All produce should be correctly labeled and priced.
34. **Food Safety.** Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. In fact, all vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:
- All Vendors must register with the Huron County Health Unit as a Farmers’ Market Vendor and follow mandated regulations and guidelines
 - The Huron County Health Unit will visit the market at least once during the season and each vendor is responsible for following the Health Unit regulations and suggestions. If the vendor is found in fault of the Health Unit regulations, the vendor is responsible for correcting the problem and paying any fines issued.
 - All foods offered for sale must be protected from contamination.
 - Baking and processed foods must be pre-packaged at point of production or contained in a display case to protect from airborne and human contamination.
 - All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin.
 - All vendors MUST wash hands thoroughly with warm water and soap after visiting the washroom.
 - Containers and wrappers must be single-use only.
 - Do not allow any unauthorized persons access to where food is being prepared.
 - Racks, shelves or tables must be provided for food display and all food must be at least 15 cm (6 in) off the ground/floor.
 - All canned products must be packaged in new jars and sealed with vacuum lids.
 - Personal effects should not be stored anywhere near food products.
 - Sampling and condiments.
 - Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers or pass out each sample.
 - Provide tongs, forks or spoons for each type of condiment being offered; no customer hands in the bowl.
 - Clean up the serving area often, being especially careful to pick up food scraps that fall onto the ground or floor.
 - Watch children very closely.
35. **Refuse.** Stalls must be kept free from refuse during the market day. At the end of the day, all refuse for removal must be placed in the bins provided except cardboard boxes, which must be broken down for recycling and placed beside garbage bins, not in them. This is especially critical for any produce and food vendors because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the ground or floor. Only cans and bottles may be put in the blue recycling containers.
36. **In-booth storage.** Storage containers and equipment shall be confined to one’s market space and kept out of sight.
37. **Alcohol.** Wine vendor’s alcoholic beverages may be sampled on the market site. Sales are limited to Ontario/locally produced VQA products as outlined in Ontario Alcohol and Gaming Commission guidelines and approved by the WFM Steering Committee.
38. **Smoking.** No smoking is permitted on the market site.
39. **Live animals.** Live animals may not be sold at the market. Pets are permitted in the market if on a leash and under control by the owner, guide dogs accepted.
40. **Insurance.** It is good business practice to ensure you have adequate liability insurance. This insurance can protect you in the event a customer has an adverse reaction to your product (product liability insurance) as well as for other events that may happen at your farmers’ market stall such as a customer injury. Individual vendors are not covered under the Wingham Farmers’ Market or the Township of North Huron’s insurance policy. Therefore, if you are hurt at the event, you will not have access to compensation through the Wingham Farmers’ Market or the

Township of North Huron. If, through actions of your own, you cause harm to a third party you may be named in a law suit. The Wingham Farmer's Market or the Township of North Huron is not responsible for any costs related to the suit, legal process or for any compensation that may be decided upon as a result of that suit. You may be able to get an additional rider placed on your home or farm insurance. While the Wingham Farmers' Market Association does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual vendor. The Wingham Farmers' Market Association or the Township of North Huron bears no responsibility for any vendor property at the market.

ADDITIONAL MARKET RESPONSIBILITIES

41. **Acting Market Manager.** An Acting Market Manager will be present each bay of the Wingham Farmers' Market. The Acting Market Manager will be appointed by the Steering Committee.
42. **Rules and Regulations.** The Acting Market Manager supervises the operation of the market. He/she will apply the rules and regulations of the market and report any violations to the Steering Committee as necessary. He/She may ask the Steering Committee to suspend a vendor for one or more days for serious violation of the rules.
43. **Collection of fees.** The Market Manager shall collect all fees when they are due and deliver to the Treasurer to deposit promptly. Vendors may not set up until appropriate fees are paid. A \$35 charge will be levied for NSF cheques.
44. **Space allocation.** The Acting Market Manager shall assign all stall space taking into consideration:
 - Priorities established in article 18 above.
 - Vendor attendance record including late arrivals and early departures.
 - Stall availability.
 - Product category and its compatibility with products of nearby vendors.
 - Special requirements (late arrivals, early departures, proximity to hydro)
45. **Removal of persons.** The Acting Market Manager has the authority, with cause, to request any vendor or other persons to leave the market operating area and, if necessary, to call the police for assistance.
46. **Community space.** A community stall space is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Market Manager at least one week in advance. Any products to be offered for sale must be approved by the Market Manager and must not be in competition with the market vendors. All Wingham Farmers' Market Rules and Regulations apply. The person applying will be held responsible for ensuring that the stall space is staffed and left in the same condition as upon arrival. The market does not provide tables, chairs or display materials. Community groups using the stall must be associate members of the Market and pay a reduced membership fee of \$10.
47. **Buskers.** Buskers are welcome at the Wingham Farmers' Market and must be pre-approved by the Market Steering Committee.
48. **Complaint:** A formal complaint should first be submitted in writing to the Steering Committee with a request to address the issue. Verbal complaints must be recorded and signed and dated by both complainant and receiving Steering Committee. The Steering Committee may request additional information from complainants (i.e. in a pricing issue – Ontario average prices, etc.) All complaints will be dealt with by a minimum of 2 Steering Committee members accompanied by the Acting Market Manager when possible and appropriate.
49. **Negotiation:** Inform the individual(s) involved in the complaint of the complaint and the behavior causing concern. This may be simply a conversation between the members designated by the Steering Committee and the individual(s) causing concern once the complaint has been submitted in writing, or it may require a formal meeting with all parties involved, depending on the nature of the complaint. Allow the individual(s) to explain or elaborate on their perspective. Determine a timeline for correction of the behavior or withdrawal of the complaint by the party involved. Guidelines and specific directions will be documented with copies issued to all parties involved in the resolution, including the Steering Committee, and where deemed necessary, to the General Membership.

****The Steering Committee retains the right as outlined in the rules and regulations to ask anyone to leave the market site, at anytime, depending on the seriousness of the behavior causing concern, i.e. Where such behavior may be detrimental to the safety of visitors attending the market. (see #44 above)**

50. **Final Authority:** In the event that the complaint is not withdrawn and/or the behaviour is not corrected to the satisfaction of the party issuing the complaint then the Steering Committee, will make a decision based on the their judgment of what will be best for continued operation of the Wingham Farmers’ Market. The Steering has the right to revoke the application of the individual(s) causing concern and exclude the individual(s) from attendance at the Wingham Farmer’ Market for the remainder of the season.

APPENDIX A
2017 Wingham Farmers’ Market Steering Committee

Pat Campbell	Phone 519-357-2970 e-mail patti200901@hotmail.com
Jim Snyder	Phone 519-357-1381 e-mail snyderconcepts@gmail.com
Karen MacDonald	(text) 519-440-2373 e-mail gerriekaren@gmail.com
Emi & Doyle	e-mail emilia_more@mc.com
Lorraine Poulin	Phone 519-357-3723 e-mail lorraine_poulin@hotmail.com
Betty English	Phone 519-357-7018 e-mail bettyboop81@hotmail.com
Municipal Support: Connie Goodall	Phone 519-357-3550 x 131 e-mail cgoodall@northhuron.ca
Supporting Consultant: Joan Brady	Phone 519-237-3108, Cell: 226-237-3108 e-mail jbrady@hay.net

WINGHAM FARMERS' MARKET

c/o Wingham Steering Committee

(cell) 416-580-5053 / winghamfarmersmkt@gmail.com

2017 Application for Space Rental & Association Membership

Name:

Company/Farm Name:

Address:

City:

Postal Code:

Tel:

Fax:

Web/email:

1. List all Products/Services to be offered. As per Item #6 of the WFM Rules and Regulations, identify any items not produced by the applicant (e.g. by another farm):
2. The 2017 season runs for 17 Wednesdays (June 7, 2017 – September 27, 2017)
Vendor stalls are approximately 10' X 10'. Vendors must bring their own canopy. Please select your vendor option(s):

☐ Daily Vendor

Vendor pays \$15.00 each market day he/she attends + one-time \$20 Annual Association Fee

☐ Each Additional Stall

Vendor pays \$12.00 each market day he/she attends

☐ Seasonal Vendor

Vendor pays \$170 for the market season on June 7, 2017 (\$10.00 per week) + one-time \$20 Annual Association Fee

☐ Each Additional Stall (Seasonal)

Vendor pays \$136.00 for the market season on June 7, 2017 (\$8.00 per week) due June 7, 2017.

Cheques can be made out to the Wingham Farmers' Market Association

"I have read and agree to abide by the Rules and Regulations as established by the 2017 operations of the Wingham Farmers' Market".

Applicant

Date

Witness

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

BY-LAW NO. 24-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
an Agreement between the Corporation of the Township of North Huron
and Montgomery Industrial Services Ltd.
for the Wingham Town Hall HVAC Upgrades 2017 Project.

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

AND WHEREAS Council of the Township of North Huron Council is desirous of executing an Agreement between the Corporation of the Township of North Huron and Montgomery Industrial Services Ltd. for the Wingham Town Hall HVAC Upgrades 2017 Project;

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

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

1. That the Reeve and Clerk are hereby authorized to sign an Agreement between the Corporation of the Township of North Huron and Montgomery Industrial Services Ltd. for the Wingham Town Hall HVAC Upgrades 2017 Project;
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 20TH DAY OF MARCH, 2017.

READ A THIRD TIME AND PASSED THIS 20TH DAY OF MARCH, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

CCDC 2

stipulated price contract

2 0 0 8

WINGHAM TOWN HALL
HVAC UPGRADES
2017

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

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

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

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

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 7 day of March in the year 2017.

by and between the parties

The Corporation of the Township of North Huron
hereinafter called the "*Owner*"

and

Montgomery Industrial Services Limited
hereinafter called the "*Contractor*"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

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

Wingham Town Hall - HVAC Upgrades 2017

insert above the name of the Work

located at

274 Josephine Street, Wingham, Ontario N0G 2W0

insert above the Place of the Work

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

Integrated Engineering

insert above the name of the Consultant

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

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

- 1.3 commence the *Work* by the 27 day of March in the year 2017 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 28 day of April in the year 2017.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

- Mechanical Specifications.
- Mechanical and Electrical Drawings.
- Addendum.
- Separate Price for Main Floor & Basement HVAC, in the amount of \$32,906.30, is accepted and forms part of this Contract.
- Separate Price for Structural Modifications for Main Floor & Basement HVAC Equipment, in the amount of \$904.00, is accepted and forms part of this Contract.
- Separate Price for Auditorium Second Floor HVAC, in the amount of \$35,631.34, is accepted and forms part of this Contract.
- Separate Price for Structural Modifications for Auditorium HVAC Equipment, in the amount of \$4,149.36, is NOT accepted and DOES NOT form part of this Contract.

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

ARTICLE A-4 CONTRACT PRICE

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

Sixty-Nine Thousand Four Hundred Forty-One ----- 64 /100 dollars \$ 69,441.64

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

Nine Thousand Twenty-Seven----- 41 /100 dollars \$ 9,027.41

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

Seventy-Eight Thousand Four Hundred Sixty-Nine ----- 05 /100 dollars \$ 78,469.05

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

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

Royal Bank of Canada

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

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

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

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

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

Owner

The Corporation of the Township of North Huron

*name of Owner**

274 Josephine Street, Wingham, Ontario N0G 2W0

address

(519) 357-4322

facsimile number

pnewson@northhuron.ca

email address

Contractor

Montgomery Industrial Services Limited

*name of Contractor**

86469-A London Road, Wingham, Ontario N0G 2W0

address

(519) 357-4294

facsimile number

jdailleboust@montgomeryindustrial.com

email address

Consultant

Integrated Engineering

*name of Consultant**

1930 Blue Heron Drive, London, Ontario N6H 5L9

address

519-472-3688

facsimile number

mstephenson@integratedengineering.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the Township of North Huron
name of owner

signature

Neil Vincent, Reeve
name and title of person signing

signature

Kathy Adams, Clerk
name and title of person signing

CONTRACTOR

Montgomery Industrial Services Limited
name of Contractor

signature

Paul Montgomery, President
name and title of person signing

signature

name and title of person signing

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

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

DEFINITIONS

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

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

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

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

GC 12.2 WAIVER OF CLAIMS

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

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

GC 12.3 WARRANTY

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

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

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

BY-LAW NO. 25-2017

Being a by-law to appoint a Director of Fire and Emergency Services/Fire Chief
for the Township of North Huron.

WHEREAS the Council of the Corporation of the Township of North Huron has enacted By-law No. 73 (2009) to establish the Fire Department of North Huron (FDNH).

AND WHEREAS the Municipal Act, RSO 2001 c.25., as amended, and the Fire Protection and Prevention Act, 1997, S.O. 1997, c4 as amended, requires that the Council of a municipality that has established a Fire Department, appoint a Fire Chief for the Fire Department;

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

1. That Ryan Ladner is appointed as Director of Fire and Emergency Services/Fire Chief for the Fire Department of North Huron (FDNH) effective April 1, 2017, with all powers and duties as set out in all applicable Provincial Acts, and all other powers and duties as assigned by the Township.
2. That By-law No. 54-2013 be rescinded as of the date of the passage of 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 20TH DAY OF MARCH, 2017.

READ A THIRD TIME AND FINALLY PASSED THIS 20TH DAY OF MARCH, 2017.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 26-2017

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

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

1. The actions of the Council of the Corporation of the Township of North Huron at its meeting on March 20, 2017, be confirmed.
2. Execution by the Reeve and the Clerk of all Deeds, Instruments, and other Documents necessary to give effect to any such Resolution, Motion or other action and the affixing of the Corporate Seal, to any such Deed, Instruments, or other Documents is hereby authorized and confirmed.
3. This By-law shall come into force and takes effect on the date of its final passing.

READ A FIRST AND SECOND TIME this 20th day of March, 2017.

READ A THIRD TIME AND FINALLY PASSED this 20th day of March, 2017.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk