

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

BY-LAW NO. 46-2017

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 Huron Pioneer Threshers and Hobby Association Inc. for the construction of a veranda addition to the log cabin located on the Blyth Campground.

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

AND WHEREAS Council is desirous of executing an Agreement between the Corporation of the Township of North Huron and Huron Pioneer Threshers and Hobby Association Inc. for the construction of a veranda addition to the log cabin located on the Blyth Campground;

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 Huron Pioneer Threshers and Hobby Association Inc. for the construction of a veranda addition to the log cabin located on the Blyth Campground.
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 5TH DAY OF JUNE, 2017.

READ A THIRD TIME AND PASSED THIS 5TH DAY OF JUNE, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

AGREEMENT

THIS AGREEMENT (“Agreement”) is made this day of , 2017,

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter “North Huron”) OF THE FIRST PART

–and–

HURON PIONEER THRESHERS AND HOBBY ASSOCIATION INC.

(hereinafter the “Threshers”) OF THE SECOND PART

- A. WHEREAS** North Huron is the owner of lands described as 377 Gypsy Lane, Blyth, Ontario, known locally as the Blyth Campground;
- B. AND WHEREAS** North Huron and the Huron Pioneer Threshers and Hobby Association entered into an agreement dated January 22, 2013 providing for joint use of the Blyth Campground;
- C. AND WHEREAS** the Threshers wish to construct a Veranda Addition to Log Cabin on the lands;
- D. AND WHEREAS** North Huron is agreeable to the Threshers constructing this Veranda on its lands under certain terms and conditions;

NOW THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the payment by the Threshers to North Huron of the sum of two (\$2.00) dollars Canadian, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. North Huron grants to the Threshers, permission to construct, at the sole cost of the Threshers, a Veranda Addition to the Log Cabin on the Blyth Campground property, such contraction is to be of a size and character to be approved by the Chief Building Official for North Huron. The Log Cabin is owned by the Threshers, and is located on land owned by the Township of North Huron. The Veranda Addition will be owned by the Threshers.
- 2. The location of the Veranda is to be in accordance with a site plan to be prepared by the Threshers and approved by North Huron. The Site Plan will show the location of the Veranda and the location around the Log Cabin, the elevations and storm water management will ensure, to the satisfaction of North Huron’s Engineers, that storm water and other runoff from the building does not adversely affect the property through ponding or other adverse condition.
- 3. The Threshers shall enter into all contractual arrangements for construction of the Veranda and shall assume all legal obligations for such contracts and indemnify North Huron, its elected officials, officers, employees, servants and agents of and from any liability for such contracts.
- 4. Notwithstanding the provisions of this Agreement, North Huron is not obligated to issue any building permits or grant any other permits or consents with respect to any construction unless the Threshers have complied with all Federal, Provincial, and

Municipal statutes, regulations, by-laws, ordinances, orders and requirements as well as those of any other authorities having jurisdiction.

5. The Threshers shall, at their sole cost, comply with the requirements of obtaining electricity, gas, water and any other services for the building, including the cost of accessing or relocating facilities for such services.
6. The Threshers acknowledge that construction of this Veranda is the sole responsibility of the Threshers and any obligation to perform any work or do anything that is to be done, all at the Threshers expense and not at the expense of North Huron.
7. The parties agree that construction of this Veranda and all works in connection therewith are that of the Threshers and that this project is not a joint venture of North Huron and the Threshers.
8. The Threshers agree that no construction of any structure, services, works or facilities will be performed by them on the Blyth Campground property except as shown on plans, drawings and specifications in an application for a building permit approved by the Chief Building Official of North Huron.
9. The Threshers will not commence any construction until: (a) they have provided an independent, written quotation that is satisfactory to the Chief Building Official for the total cost of the construction of the building; (b) they have provided North Huron with security in an amount not less than 50 % of the amount noted that in the written quotation for construction or such higher amount as North Huron may require, the security is to be in the form of a line of credit, bank draft, certified cheque or cash; (c) the security shall stand as security for any and all obligations of the Threshers pursuant to the provisions of this Agreement; (d) the security shall be released once the CBO has approved the final construction.
10. The Threshers shall undertake the construction in such manner so as not to interfere with the use of the Blyth Campground property. The Threshers shall take all reasonable efforts to control all dust, mud and debris resulting from the construction activities and to remove such promptly from the site.
11. Any connections to North Huron's water, storm and sewage systems will be conducted by contractors approved by the Chief Building Official of North Huron and under his inspection at the Threshers expense. All connections to such services will be constructed to the satisfaction of the Chief Building Official for North Huron.
12. The provisions of Articles 5 and 11 herein are to apply at any time, either at the construction or afterwards, that the Threshers access the services and systems referred to therein.
13. The Threshers agree, at their own expense, by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against North Huron's property in connection with the construction or in connection with any other activity by the Threshers.
14. Insurance

The Threshers, are performing the work on the addition using their own forces. The Threshers shall take out or cause to take out and maintain the following:

- a. Commercial General Liability insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per occurrence and with a property damage deductible not to exceed Five Thousand (\$5,000) or as agreed to by North Huron.

and shall include coverage for but not limited to bodily injury, property damage including loss of use thereof, products and completed operations, contractual liability, contingent employers liability, owner's & contractor's protective, non-owned automobile and shall contain a cross liability, severability of insured clause. North Huron shall be named as an additional insured. General liability insurance shall be maintained from the date any of the construction is commenced including delivery of supplies and will remain in place until it is deemed by the North Huron that the building is substantially completed. Volunteers shall be considered to be an Insured for the purpose of constructing the Veranda.

- b. If applicable, Standard OAP 1 Automobile Policy subject to a limit not less than Two Million (\$2,000,000) with a deductible not to exceed Five Thousand (\$5,000) or as agreed to by North Huron for all licensed Motor Vehicles owned or leased by the Contractor.
- c. "Broad Form" (Builder's Risk) Property Insurance insuring not less than 100% of the replacement cost of the Veranda including all materials forming part of the build with a deductible not to exceed Five Thousand (\$5,000) or as agreed to by North Huron. The policy shall be in the joint names of the Threshers, if applicable the Contractor and the Township of North Huron. The "Broad form" property insurance shall be maintained from the date the construction is commenced including delivery of supplies and will remain in place until it is deemed by North Huron to be substantially completed.
- d. In the case where any contractor is hired for the work, Workplace Safety & Insurance Board: The Contractor shall be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board to North Huron and the Threshers 10 business days prior to the construction and if requested prior to final payment.

15. General Conditions applicable to section 14:

- a. All policies shall be endorsed to provide North Huron with not less than 15 Days' written notice of cancellation.
- b. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best Rating of no less than A-.
- c. No less than 10 business days prior to commencement of the construction and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Threshers shall promptly provide the North Huron with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the construction.
- d. All applicable deductibles under the above required insurance policies are at the sole expense of the Contractor and the Threshers.
- e. All policies shall apply as primary and not as excess of any insurance available to North Huron.
- f. It is expected by North Huron that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Sections 14 of this Agreement have been met including confirmation that either separate insurance policies as described under 14. a. and c. for the construction has been secured by the Threshers or the Thresher's insurance policies for their operations have been endorsed for the construction of the Veranda and all operations associated

therewith. The certificate must also confirm that volunteers are considered to be an insured for the purpose of the construction of the Veranda.

16. The Threshers shall indemnify North Huron, it's elected officials, officers, employees, servants and agents of and from all claims and demands whatsoever by any person, whether in respect of injury or damage to person or property arising out of construction by the Threshers of this building on North Huron's property.
17. The Threshers shall have each volunteer performing duties as part of this construction project, sign the Waiver and Release attached as Schedule A to this Agreement. Once signed they will be submitted to the Township of North Huron.
18. The parties hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.
19. If a Court of competent jurisdiction should declare any clause or part of a clause of this Agreement to be invalid or unenforceable, such clause or part of a clause shall not be construed as being an integral part of this Agreement or having persuaded or influenced either party to this Agreement to execute the same and it is hereby agreed that the remainder of this Agreement shall be valid and in full force and effect.
20. This Agreement does not alter, amend or effect the joint use agreement between the parties dated June 5, 2017, the provisions of which remain in full force and effect.

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

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

Per: _____
Neil Vincent – Reeve

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

**HURON PIONEER THRESHERS AND
HOBBY ASSOCIATION INC.**

Per: _____

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



SCHEDULE A

Township of North Huron
Hereinafter referred to as the "Municipality"
WAIVER AND RELEASE

In consideration of volunteering on behalf of the Huron Pioneer Threshers and Hobby Association Inc. acting in my capacity as a Huron Pioneer Threshers and Hobby Association Inc. volunteer to assist with construction of a veranda at the Log Cabin located at the Blyth Campground on property owned by the Township of North Huron.

ELEMENTS OF RISK:

I acknowledge that my participation as a volunteer involves certain elements of risk including but not limited to cuts, abrasions, sprains, fractures, spinal injury, brain injury or even death. The risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the participant's own physical condition and actions.

The risk of sustaining these types of injuries can result from the nature of the activity and can occur without any fault of the volunteer, or the "Municipality", its employees, agents, council members, or the facility where the activity is taking place. By choosing to volunteer in this activity, you are accepting the risk that you may be injured.

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

If you choose to participate as a volunteer on behalf of the Huron Pioneer Threshers and Hobby Association Inc. you must understand that you bear the responsibility for any injury that might occur.

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

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

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

BY SIGNING this form, I acknowledge having read, understood and agreed to the above waiver, release, and indemnity.

Signature of Volunteer _____ Date _____

Please Print: _____ Phone: _____

Signature of Witness: _____