

AGREEMENT

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

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 Threshers entered into an agreement dated January 22, 2013 providing for joint use of the Blyth Campground;
- C. AND WHEREAS** the Threshers wish to construct an additional building on the lands;
- D. AND WHEREAS** North Huron is agreeable to the Threshers constructing this building 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 building on the Blyth Campground property, such building to be of a size and character to be approved by the Chief Building Official for North Huron.
- 2. The location of the building 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 building and the location of any services around the building, the elevations and storm water management to 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. The Site Plan will also include grading elevations that demonstrate, to the satisfaction of North Huron’s Engineers, proper grading and storm water management.
- 3. The Threshers shall enter into all contractual arrangements for construction of the building 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 building 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 building 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. Prior to the issuance of any building permit by the Chief Building Official in respect of this construction, the Threshers shall lodge with North Huron security in the form of cash or irrevocable letter of credit for the construction in such amount as is prescribed in this Agreement.
10. 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; (c) the security shall stand as security for any and all obligations of the Threshers pursuant to the provisions of this Agreement.
11. 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.
12. All 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.
13. The provisions of Articles 5 and 12 herein are to apply at any time, either at the construction or afterwards, that the Threshers access the services and systems referred to therein.
14. 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.
15. The General Contractor 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 and the Threshers 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.

- b. 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 building 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 Contractor and the North Huron. If applicable the policy shall include sub-contractors as insureds. 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.
- 16. 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.
- 17. The Threshers shall take out or cause to take out and maintain the following throughout the term of this Agreement:
 - 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. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, contractual liability, volunteers added to the policy as insureds, non-owned automobile and contain a cross liability, severability of insured clause. North Huron is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.
- 18. General Conditions applicable to sections 15, 16, and 17 above:
 - a. All policies shall be endorsed to provide the North Huron with not less than 30 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 Contractor and 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 the North Huron that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Sections 15 and 17 of this Agreement have been met.
 - g. If applicable and based upon the operations of the sub-contractor, Sections 15 and 17 shall apply in the same manner to any sub-contractor as it would to the Contractor. Further, it is the Contractor's obligation to ensure that any sub-contractor is aware of these obligations. The Contractor shall provide to North Huron confirmation of the sub-contractor's insurance.
19. 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.
 20. The parties hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.
 21. 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.
 22. This Agreement does not alter, amend or effect the joint use agreement between the parties dated January 22, 2013, 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.