



Municipality of Huron East
Council Agenda
Tuesday, June 21, 2022– 7:00 P.M.
Virtual Meeting

1. Call to Order & Mayor's Remarks

2. Land Acknowledgement

We would like to acknowledge that the land we stand upon today is the traditional territory of the Anishinaabe, Haudenosaunee and Neutral Peoples.

3. Confirmation of the Agenda

4. Disclosure of Pecuniary Interest

5. Minutes of Previous Meeting

5.1 [Regular Meeting](#) – June 7, 2022

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5.2 [Public Meeting](#) – June 7, 2022

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6. Public Meetings/Hearings and Delegations

6.1 Public Meeting re: Official Plan and Zoning By-law Amendment for Pt. Lot 9, Concession 1 HRS & Lots 200-202 RP 399, Seaforth (Durisol Ltd.) - **Cancelled**

[Memo from Jenn Burns, Planner and Denise VanAmersfoort, Manager of Planning, Huron County](#) re: Update on Consent Application C16-21, OPA #9 and ZBA 03-2022 Monteith Brown Planning Consultants for John and Heidi Wilson

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7. [Accounts Payable](#) - \$3,969,615.99

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8. Reports & Recommendations of Municipal Officers

- 8.1** [FD-22-02](#), Fire Department Dispatch Services RFP Results

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- 8.2** [FD-22-03](#), Fire Department Annual Report

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- 8.3** [CAO-22-23](#), Building Maintenance Report from January to March 2022

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- 8.4** [CAO-22-33](#), Waste Management RFP – Seaforth, Tuckersmith & Brussels Area

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9. Correspondence

- 9.1** [The HUB Family](#) re: Noise By-law Exemption for August 19-21, 2022 for the Seaforth Ribfest

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- 9.2** [Seaforth Business Improvement Area \(BIA\)](#) re: Request for Temporary Road Closure of County Road 12 and Gouinlock Street, Seaforth for the Main Street Summerfest

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- 9.3** [Shadow Minister, Deputy Shadow Ministers for Rural Economic Development and Rural Broadband Strategy](#) re: Townhall to Address Federal Funding for Rural Communities

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10. Unfinished Business**11. Municipal Drains****12. Planning**

- 12.1** [Planner's Report](#) re: Plan of Subdivision 40T22001 – Trailblazer (Seaforth Ward)

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- 12.2** [Planner's Report](#) re: Consent Application C50-2022 – Jacob and Maria

Kalverboer (McKillop Ward)

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- 12.3** [Planner's Report](#) re: Planning Act Changes: Bill 109 – More Homes for Everyone Act

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13. Council Reports

13.1 Council Member Reports

13.1.1 County Council Report

13.1.2 Other Boards/Committees or Meetings/Seminars

13.2 Requests by Members

13.3 Notice of Motions

13.4 Announcements

14. Information Items

14.1 [Council Expenses for May 2022](#)

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14.2 [Municipal Engineers Association](#) re: The Retention of Professional Engineers at Ontario Municipalities

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14.3 [Huron East/Seaforth Community Development Trust](#) re: Minutes from May 5, 2022

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14.4 [Administration Committee](#) re: Minutes from June 13, 2022

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14.5 [Seaforth & District Community Centre Management Meeting](#) re: Minutes from June 15, 2022

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15. Other Business

16. By-laws

- 16.1 **By-law 044-2022**, A By-law to Enter into a Stipulated Price Contract Agreement with Elgin Contracting and Restoration Ltd. for the BMG Community Centre Renovation and Addition

Page 115
 - 16.2 **By-law 045-2022**, A By-law to Delegate Authority for Site Plan Review and Control to the Chief Administrative Officer

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 - 16.3 **By-law 046-2022**, A By-law to Confirm Council Proceedings

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- 17. **Closed Session and Reporting Out (Section 239 Of The *Municipal Act*, 2001)**
 - 17.1 Adoption of June 7, 2022 Closed Session of Council meeting Minutes **(Distributed Separately)**
 - 17.2 239 (2)(b) – personal matters about identifiable individuals regarding CAO evaluation
- 18. **Confirmatory By-Law**
 - 18.1 By-law 046-2022, Confirm Council
- 19. **Adjournment**



Municipality of Huron East Council Meeting Minutes
Virtual Meeting
Tuesday, June 7, 2022

Members Present:

Deputy Mayor: Robert Fisher; Councillors: Raymond Chartrand, Brenda Dalton, Dianne Diehl, Larry McGrath, Alvin McLellan, Justin Morrison, Zoey Onn, Joe Steffler, and Gloria Wilbee

Absent:

Mayor Bernie MacLellan

Staff Present:

CAO Brad McRoberts; Public Works Manager Barry Mills; and Clerk Jessica Rudy

Others Present:

Phil Beard (Items 6.1 and 9.1)

John and Lena Wall (Item 6.2)

Matthew Hutchison, CopperTree Solutions Inc. (Item 17.2)

Huron County Planner Jenn Burns

Shawn Loughlin, Editor, The Citizen

1. Call to Order and Opening Remarks

Deputy Mayor Fisher called the meeting to order at 7:00 p.m.

2. Land Acknowledgement

Clerk Jessica Rudy provided the land acknowledgement.

3. Confirmation of the Agenda

Moved by Councillor Diehl and Seconded by Councillor Chartrand:

That the Agenda for the Regular Meeting of Council dated June 7, 2022 be adopted as circulated.

Carried

4. Disclosure of Pecuniary Interest

None declared.

5. Minutes of Previous Meeting

Moved by Councillor McLellan and Seconded by Councillor Morrison:

That Council of the Municipality of Huron East approve the following Council Meeting Minutes as printed and circulated:

5.1 Regular Meeting – May 17, 2022

5.2 Special Meeting – May 24, 2022

Carried

6. Public Meetings/Hearings and Delegations

6.1 Delegation: Phil Beard, Maitland Valley Conservation Authority re:
Memorandum of Understanding

Phil Beard, Maitland Valley Conservation Authority (MVCA) appeared before Council and provided a presentation regarding conservation funding changes from the Province, leading to conservation authorities, like Maitland Valley, to enter into an agreement with municipal partners in order to maintain the non-mandatory services and programs. P. Beard highlighted that the mandatory services such as natural hazards, including flooding, erosion and drought and conservation areas including drinking water source protection and surface and groundwater monitoring.

It was noted that the only area not considered mandatory is the watershed stewardship, which includes extension forestry and monitoring. P. Beard provided an overview of the watershed stressors and communicated the importance of appropriate stewardship practices. It was noted that stable funding keeps qualified and experienced staff and maintains the long term working relationships with partners. A copy of the presentation is [appended](#) to the original minutes.

Councillor McLellan noted that every municipality in the MVCA watershed is considering a Memorandum of Understanding (MOU) to allow the MVCA to continue with the services outlined in the presentation and that MOU should be effect by June 30, 2022.

Councillor Chartrand remarked that the Ausable Bayfield Conservation Authority (ABCA) is currently undergoing the same process and will presenting to Council in the near future.

In response to Council, P Beard noted one area that has been discontinued is conservation education, which includes school visits.

6.2 Public Hearing re: Minor Variance Application MV02-2022

Moved by Councillor Wilbee and Seconded by Councillor Chartrand:

That the Council of the Municipality of Huron East adjourn the regular meeting of Council at 7:19 p.m. to go into a Public Hearing to discuss the following:

- a) Minor Variance Application MV02-2022, John and Lena Wall for 84337, Kent Line, Brussels Ward

Carried

Council reconvened at 7:32 p.m.

7. Accounts Payable

8. Reports & Recommendations of Municipal Officers

8.1 CAO-22-30, Disconnection From Work Policy

CAO Brad McRoberts provided an overview and background in regards to the policy noting that the expectation is that Department Heads will continue to monitor email afterhours but the response timeline will depend on the urgency of the message and/or situation.

In response to the application of the policy to Councillors, B. McRoberts noted that they would follow the same protocol as Department Heads and use their judgement on immediate responses.

Moved by Councillor Chartrand and Seconded by Councillor Dalton:

That the Council of the Municipality of Huron East approve the Disconnect from Work Policy.

Carried

8.2 CAO-22-31, Drainage Superintendent

CAO Brad McRoberts provided a background to the proposed shared services agreement with Huron-Kinloss for a Drainage Superintendent and the associated cost savings

In response to Council, B. McRoberts noted that Drainage Superintendent would likely have an office in one of the public works buildings, with time spent at Huron-Kinloss, it was noted that staff are currently looking at lease options for a truck for the position which will be covered under the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) grant program.

B. McRoberts reiterated that staff are developing a tracking system and standard operating procedures to handle drain statuses and inquiries.

Moved by Councillor Steffler and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East consider a By-law for a shared service agreement with the Municipality of Huron-Kinloss for the services of Drainage Superintendent.

Carried

8.3 CAO-22-32, BMGCC Renovation Tender Results – Updated

CAO Brad McRoberts provide a timeline in regards to the tender and noted that after subsequent discussions Elgon Contracting was able to reduce their price and deliver significant cost savings. An overview of the cost savings were provided which included:

- Inclusion of masonry pricing, which was not available at time of tender;
- Use of existing natural gas for temporary heating;
- Deletion of the bonding costs, which should've been omitted based on specification;
- Deletion of Builders Risk Insurance, which was not called for in the specifications;
- Use of hydroseed opposed to sod;
- Use of asphalt patching opposed to full replacement;
- Use of concrete polishing opposed to ceramic tile;
- Deletion of foundation waterproofing as it is not required or necessary;
- Reduction in sloped insulation;
- GAF TOP mechanically fastened roof opposed to PVC membrane;
- Change in design from ordinary hazard to light hazard;
- Changed rink piping to black opposed to galvanized;
- Removal of wet system for the new addition and providing valve room work, fire department connection, dry valve, air compressor and dry system for the existing rink and bleacher area only; and
- Change in Millwork contractor.

Council discussed the history of the funding agreement with the Municipality of Morris-Turnberry and the previous decision to debenture the outstanding balance, after the Municipality of Morris-Turnberry commitment, received grants, reserve funds and funds raised by the BMGCC Renovation Committee, over 20 years.

Moved by Councillor Steffler and Seconded by Councillor Onn:

That the Council of the Municipality of Huron East accept the tender submission from Elgin Contracting & Restoration Limited in the reduced amount of \$7,263,000 + HST.

Carried

8.4 PW-22-07, Brussels Subdivision – Bryans Street & Anderson Drive, Project No. 319009 GM BluePlan

Public Works Manager Barry Mills provided an overview of the report and the work that was included within the tender and noted that the streetlights were not part of the tender, however, they will be included within the subdivision going forward.

In response to Council, B. Mills clarified that the hydro is to be installed in the ground for the subdivision and that portion of the development is still in the design stage. B. Mills

clarified that the top coat of road surfaces and sidewalks will move ahead once there is 75% of the development completed, at a cost outside of this tender.

Moved by Councillor Onn and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East accept the tender Kurtis Smith Excavating Inc. in the amount of \$2,456,620.00 including all provisional items, \$90,000 contingency and 13% HST, for the construction and servicing of Bryans Street and Anderson Drive in Brussels.

Carried

8.5 CLK-22-08, Request for Proposal – Electronic Document and Records Management System (EDRMS)

Clerk Jessica Rudy provided an overview of the Request for Proposal process, noting that a total of four submissions were received.

J. Rudy explained that the cost would be covered in the Modernization Funding – Intake 3 funding and the benefits associated with implementing an electronic documents and records management system.

Moved by Councillor Chartrand and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East award the Electronic Document and Records Management System (EDRMS) Request for Proposal (RFP) to Image Advantage.

Carried

8.6 CLK-22-09, Citizen Appointment to the Huron East/Seaforth Community Development Trust

Clerk Jessica Rudy provided a background for the appointment, noting that one application was received and the appointment recommendation was made in consultation with the Chair of the Seaforth Community Development Trust.

Moved by Councillor Wilbee and Seconded by Councillor Onn:

That the Council of the Municipality of Huron East approve the citizen appointment of Ann Bettles to the Huron/East Seaforth Community Development Trust for a term ending in 2026.

Carried

Moved by Councillor Steffler and Seconded by Councillor Diehl:

That Huron East Council receive the following Reports of Municipal Officers as presented:

(1) CAO

(2) Public Works Manager

(3) Clerk

Carried

9. Correspondence

9.1 Maitland Valley Conservation Authority (MVCA) re: Draft Memorandum of Understanding - MVCA Services and Programs

Moved by Councillor McLellan and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East consider a By-law to authorize the Memorandum of Understanding with the Maitland Valley Conservation Authority for services and programs.

Carried

9.2 Ethel Minor Ball Committee re: Significant Even on July 22- July 23, 2022

Moved by Councillor Wilbee and Seconded by Councillor Diehl:

That the Council of the Municipality of Huron East declare July 22 from 6:00 p.m. to 1:00 a.m. and July 23 from 11:00 a.m. to 1:00 a.m. as a significant event for the Ethel Minor Ball Committee, for a 16 Team fastball Tournament at the Ethel Ball Diamond, 44477 Brand Road, Ethel Ontario and that the proceeds go towards the Ethel Minor Ball Program and park maintenance.

Carried

9.3 Brussels Tigers Fastball Club re: Significant Even on July 22- July 24, 2022

Moved by Councillor Dalton and Seconded by Councillor Onn:

That the Council of the Municipality of Huron East declare July 22 from 6:00 p.m. to 1:00 a.m., July 23 from 11:00 a.m. to 1:00 a.m. and July 24 from 12:00 to 11:00 p.m. as a significant event for the Brussels Tigers Fastball Club, for their 50th Annual Fastball Tournament and that that proceeds go towards the minor ball teams.

Carried

9.4 Town of Blue Mountains re: Support for Motion Regarding Voter's List Information to Candidates

Moved by Councillor Chartrand and Seconded by Councillor McLellan:

That the Council of the Municipality of Huron East note and file the motion from the Town of Blue Mountains in support of the resolution regarding voter's list information to candidates.

Carried

10. Unfinished Business**11. Municipal Drains****11.1 Section 78 Request for Drain Improvement - Glanville Municipal Drain**

Moved by Councillor Wilbee and Seconded by Councillor McLellan:

That the Section 78 request for a Municipal Drain Improvement by Lorne Glanville (Con. 13, Part Lot 25) for the Glanville Municipal Drain be accepted and that Council instruct Dietrich Engineering Limited to prepare a report 30 days after notification to the Conservation Authorities.

Carried

12. Planning**13. Council Reports****13.1 Council Member Reports**

Councillor Onn reminded Council of the murder mystery dinner being hosted by the Brussels Leo Club on June 18, 2022.

13.1.1 County Council Report

Deputy Mayor Fisher provided an update on the electric vehicle charging stations and noted that the discussions are in the final stages. Public Works Manager Barry Mills clarified that there is a webinar in the next couple weeks and that the meeting was held on charging station locations.

Deputy Mayor Fisher updated Council that the severance application presented to County Council for Cody Diehl was defeated with 8 opposed and 7 in favour.

13.1.2 Other Boards/Committees or Meetings/Seminars**13.2 Requests by Members**

By-law 63-2010, A By-law to Regulate ATVs in Huron East, in response to the May17, 2022 request

CAO Brad McRoberts noted the By-law is under review as it is not inclusive of all types of off-road vehicles such as multi wheel vehicles and UTV's; and an amendment will include the various definitions and regulations under the Provincial Act and regulations.

In response to the Enforcement By-law review, B. McRoberts explained that the Clerk is doing a review to ensure the By-laws are current and they will brought forward as they are completed.

Received for information.

13.3 Notice of Motion

13.3.1 Motion from Councillor Onn re: Huron East Fire District Reporting

Moved by Councillor Onn and Seconded by Councillor Chartrand:

That the Huron East Fire Services Fire Chief, District Chiefs, and Huron East Deputy Chiefs of Brussels, Seaforth and Grey meet on a bi-annual basis and document relevant information in the Fire Chief's quarterly reports to the respective Councils.

Carried

13.4 Announcements

14. Information Items

14.1 Municipality of Shuniah re: Support for the Town of East Hawkesbury for the Funding Support for Infrastructure Projects

Received for information.

14.2 Municipality of Shuniah re: Community School Alliance Action Plan and Social and Economic Impact for Small Communities in Ontario Study

Received for information.

Moved by Councillor Dalton and Seconded by Councillor Wilbee:

That Huron East Council receive the following Board and Committee meeting Committee minutes as submitted:

14.3 Seaforth & District Community Centre Management Committee – May 11, 2022

14.4 Seaforth Area Fire Board – May 19, 2022

14.5 Brussels Area Fire Board – May 25, 2022

14.6 Administration Committee – May 26, 2022

14.7 Vanastra Recreation Centre/Day Care Committee – May 30, 2022

14.8 Water and Sewer Committee – May 30, 2022

Carried

15. Other Business

16. By-laws

Moved by Councillor Dalton and Seconded by Councillor Morrison:

That be it hereby resolved that leave be given to introduce By-laws 39, 40, 41, 42, and 43 for 2022.

By-law 039-2022 – A By-law to Temporarily Close a Portion of Sports Drive and Dunedin Drive, Brussels for the Brussels Homecoming Events

By-law 040-2022 – A By-law to Authorize a Memorandum of Understanding with the Maitland Valley Conservation Authority

By-law 041-2022 – A By-law to Authorize a Shared Services Agreement with the Township of Huron-Kinloss for a Drainage Superintendent

By-law 042-2022 - A By-law to Appoint a Deputy Treasurer

By-law 043-2022 – Confirm Council Proceedings

Carried

Moved by Councillor McLellan and Seconded by Councillor Morrison:

That be it hereby resolved By-law 039-2022, A By-law to Temporarily Close a Portion of Sports Drive and Dunedin Drive, Brussels for the Brussels Homecoming Events, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Wilbee and Seconded by Councillor Chartrand:

That be it hereby resolved By-law 040-2022, A By-law to Authorize a Memorandum of Understanding with the Maitland Valley Conservation Authority, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Steffler and Seconded by Councillor Morrison:

That be it hereby resolved By-law 041-2022, A By-law to Authorize a Shared Services Agreement with the Township of Huron-Kinloss for a Drainage Superintendent, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

Moved by Councillor Diehl and Seconded by Councillor Onn:

That be it hereby resolved By-law 042-2022, A By-law to Appoint a Deputy Treasurer, be given first, second, third and final readings and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

17. Closed Session And Reporting Out (Section 239 Of The *Municipal Act*, 2001)

Moved by Councillor Wilbee and Seconded by Councillor McLellan:

That Council of the Municipality of Huron East, pursuant to Section 239(2) of the *Municipal Act*, adjourn the regular meeting of Council at 8:38 p.m. to go into Closed Session to discuss the following:

- 17.1 Adoption of May 17, 2022 Closed Session of Council Meeting Minutes
- 17.2 239(2)(a), the security of the property of the municipality – information technology audit results
- 17.3 239 (2) (f) – Verbal Update - Advice that is subject to solicitor-client privilege relating to an appeal – refusal of proposed Zoning By-law Amendment

And that CAO Brad McRoberts and Clerk Jessica Rudy; remain in closed session.

Carried

Moved by Councillor Chartrand and Seconded by Councillor Diehl:

That Council of the Municipality of Huron East resumes the regular Council meeting at 9:44 p.m.

Carried

Deputy Mayor Fisher reported out from the Closed Session that Council received the results of the recent Information Technology Audit and an update from the CAO on a zoning bylaw appeal.

18. Confirmatory By-law

Moved by Councillor Onn and Seconded by Councillor Dalton:

That be it hereby resolved that By-law 043-2022, a by-law to confirm the proceedings of Council, be given first, second, third and final reading and signed by the Deputy Mayor and Clerk, and the Seal of the Corporation be affixed thereto.

Carried

19. Adjournment

Moved by Councillor Dalton and Seconded by Councillor Diehl:

The time now being 9:45 p.m. That the regular meeting do adjourn until June 21, 2022 at 7:00 p.m.

Carried

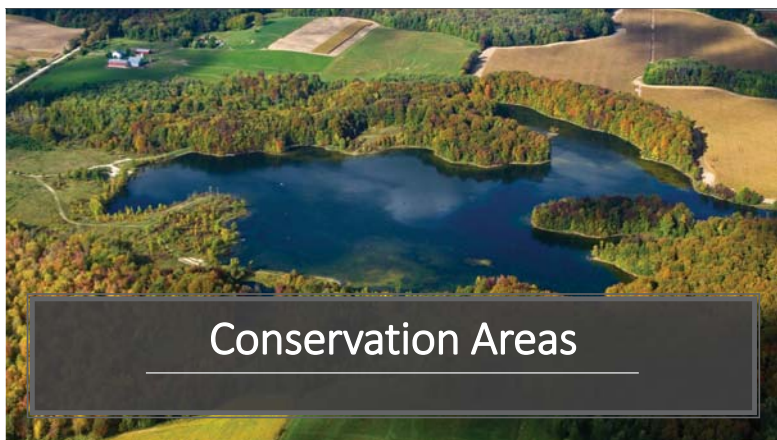
Robert Fisher, Deputy Mayor

Jessica Rudy, Clerk

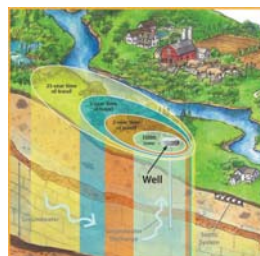
Inventory of Services & Programs



Natural Hazards: Flooding,
Erosion, Drought



Conservation Areas



Drinking Water Source Protection
Surface and Groundwater Monitoring



Watershed Stewardship: Extension,
Forestry and Monitoring



Watershed Stressors



Key Actions



Core Stewardship
Services



Levy Support for Stewardship



Falls Reserve and Wawanosh Campgrounds

Next Steps

Review and Approval of MOU





**Municipality of Huron East Public Hearing Minutes
Virtual Meeting
Tuesday, June 7, 2022**

Members Present:

Deputy Mayor: Robert Fisher; Councillors: Raymond Chartrand, Brenda Dalton, Dianne Diehl, Larry McGrath, Alvin McLellan, Justin Morrison, Zoey Onn, Joe Steffler, and Gloria Wilbee

Members Absent: Mayor Bernie MacLellan

Staff Present:

CAO Brad McRoberts and Clerk Jessica Rudy

Others Present:

John and Lena Wall, Applicants

Huron County Planner Jenn Burns

Shawn Loughlin, Editor, The Citizen

1. Call to Order

Deputy Mayor Fisher called the meeting to order at 7:19 p.m.

2. Confirmation of the Agenda

Moved by Councillor Steffler and Seconded by Councillor McLellan:

That the Agenda for the Public Hearing of the Committee of Adjustment dated June 7, 2022 be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

None declared.

4. Minor Variance Application

- a) MV02-2022, John and Lena Wall for 84437 Kent Line (Legally Described as Lot 97-000 PL 207)

Clerk Jessica Rudy explained the proposed variances would apply to an accessory building to permit the increase in the maximum building height from 5m to 6.1m

Huron County Planner Jenn Burns presented her report to Council providing an overview and background to the application and details on the proposed amendment. A copy of the presentation is [appended](#) to the original minutes.

Deputy Mayor Fisher called for comments from the members of the public and no comments were received.

In response to Council, J. Burns clarified that the plan is to build the accessory building in unison with the main dwelling and confirmed that the Huron East Zoning By-law does not permit the use of single wide trailers as a dwelling in a settlement area.

Deputy Mayor Fisher called upon the applicant to offer any comments and no comments were received.

Moved by Councillor McLellan and Seconded by Councillor Morrison:

That the Council of the Municipality of Huron East, acting as Committee of Adjustment, has held a public meeting pursuant to Section 45 of the Planning Act, 1990 with respect to minor variance application MV02-2022;

Whereas no comments from the public were received.

And Whereas no agency comments were received.

Now Therefore, the Committee of Adjustment approves the minor variance application MV02-2022 by John and Lena Wall for 84337 Kent Line (Legally Described as Lot 97-100 PL 207), to permit the following variance from By-Law 52-2006:

1. Increase in the maximum building height from 5m to 6.1m for an accessory building on the subject property.
2. That the variance approved is valid for a period of 18 months from the date of the Committee's decision.
3. That the proposed accessory building be constructed as per the sketch submitted with the application.
4. That the proposed accessory building be constructed in the footprint outlined on the concept sketch provided within the application.

Carried

McLellan, Alvin	Yay	Grey Ward
MacLellan, Bernie	N/A	Mayor
Dalton, Brenda	Yay	McKillop Ward
Diehl, Dianne	Yay	Grey Ward
Wilbee, Gloria	Yay	McKillop Ward

Public Hearing – June 7, 2022

Steffler, Joe	Yay	Seaforth Ward
Morrison, Justin	Yay	Brussels Ward
McGrath, Larry	Yay	Tuckersmith Ward
Chartrand, Raymond	Yay	Tuckersmith Ward
Fisher, Robert	Yay	Deputy Mayor
Onn, Zoey	Yay	Brussels Ward

5. Adjournment

Moved by Councillor Wilbee and Seconded by Councillor Diehl:

That the Public Hearing for the Committee of Adjustment be closed at 7:32 p.m.

Carried

Robert Fisher, Deputy Mayor

Jessica Rudy, Clerk

Minor Variance Application MV02-22 in the Municipality of Huron East

Owner/Applicant: John & Lena Wall

Property Location: 84337 Kent Line

PLAN 207 PT LOTS 97 TO 100; PT VICTORIA ST RP 22R7030; PARTS 2 AND 3, Municipality of Huron East



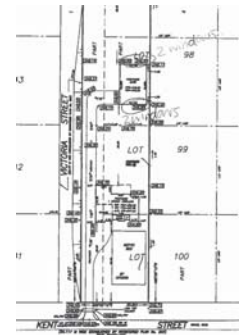
Subject Lands



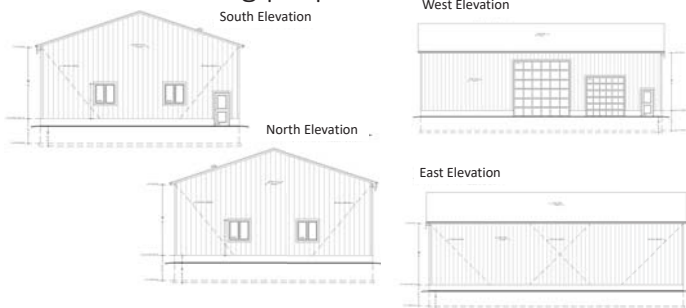
Subject Lands



Site Sketch



Sketch of building proposed



Application Details

One minor variance is being requested for this development:

- To increase the maximum height of an accessory building from 5m to 6.1m.
- The subject property is zoned R1 (Residential Low Density)
- The subject property is designated Residential in the Huron East Official Plan.
- No concerns received as of 4:30pm today.



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To: Council of the Municipality of Huron East
From: Jenn Burns, Planner and Denise VanAmersfoort, Manager of Planning
RE: Update on Consent Application C16-21, OPA #9 and ZBA 03-2022 – Monteith Brown Planning Consultants for John & Heidi Wilson
Date: June 16, 2022

Consent Application C16/2021

The subject application was submitted in March of 2021. A similar application (B01/2017) was submitted, approved by County Council with no planning recommendation and subsequently appealed in 2017. Application B01/2017 was ultimately withdrawn and there was no resolution.

In response to the file circulation of application C16/2021 to agencies and neighbours within the prescribed distance, a letter of concern was received on behalf of MacPherson Builders who are the owners of the Draft Approved Plan of Condominium to the south.

The applicant requested that file C16/2021 be put on hold to allow an opportunity for the interested parties, Durisol Ltd. (formerly Design Concrete) and MacPherson Builders, for internal discussions. To date, there have been productive discussions regarding the conditions but no consensus has been reached. Application C16/2021 continues to be on hold until staff receives direction from the applicant to proceed.

OPA No. 9 and ZBLA 03-2022

A related Official Plan and Zoning Bylaw Amendment was applied for in May of 2022. The Department circulated the application for a Public Meeting to be held on Tuesday, June 21.

Municipal staff and the Planning Department held meetings with Durisol, MacPherson Builders and their respective teams of professionals to work to advance the above-noted planning applications.

While the conversations have been productive, on June 16, 2022, the applicant requested that the public meeting be postponed to allow for further discussion

Next Steps

Once the interested parties are ready to resume conversations on the planning files with the Municipality and County, staff will work to process the above noted planning applications and schedule a new public meeting on a date agreed upon by all parties.

Respectfully submitted,

Jenn Burns, Planner

Confirmed with: Denise Van Amersfoort, Manager of Planning



**Municipality of Huron East
Accounts Payable Listing for Council
As of May 12, 2022**

Cheque Number	Date	Vendor Check Name	Invoice Description	Amount Paid
15589	5/13/2022	Receiver General	PAYROLL DEDUCTIONS-MAY1-15,22	\$ 44,553.90
15590	5/11/2022	Saugeen First Nation	KELLY PIT LICENCE EXPANSION	\$ 6,407.50
15591	6/1/2022	Equitable Life of Canada	GROUP BENEFITS JUNE 2022	\$ 16,091.70
15592	5/26/2022	Receiver General	PAYROL DEDUCTIONS MAY 16-31	\$ 32,631.64
15593	5/26/2022	Receiver General	RTP MAY 2022	\$ 889.41
15594	6/3/2022	Minister of Finance	EHT - MAY 2022	\$ 4,900.33
15595	6/7/2022	Festival Hydro	BRSLS SUBD DEPOSIT TRANSFORMER	\$ 38,500.00
15596	6/22/2022	Jacobs Consultancy Canada Inc	W/WW - PROF SERVICES	\$ 65,268.33
15597	6/22/2022	McKenzie & Henderson Ltd.	PW - GRAVEL	\$ 11,040.31
15597	6/22/2022	McKenzie & Henderson Ltd.	PW - GRAVEL	\$ 8,031.61
15597	6/22/2022	McKenzie & Henderson Ltd.	PW - GRAVEL	\$ 11,795.67
15597	6/22/2022	McKenzie & Henderson Ltd.	PW - GRAVEL	\$ 7,595.40
15597	6/22/2022	McKenzie & Henderson Ltd.	PW - GRAVEL	\$ 11,448.73
15598	6/22/2022	Minister Of Finance	APRIL 2022 OPP COSTS	\$ 136,697.71
15598	6/22/2022	Minister Of Finance	TILE DEBENTURE 2012-07 REPAYME	\$ 869.55
15599	6/22/2022	Receiver General	PAYROLL REMIT JUNE 1-15,2022	\$ 43,371.36

15600	6/22/2022 Allin, Nancy	VRC- GENTLE FIT CLASSES	\$	108.00
15601	6/22/2022 The Alliance Lawyers - Robinson Treslan F	ADMIN - LEGAL SERVICES	\$	949.20
15602	6/22/2022 Kirk and Michelle Baillie	CRANBROOK HALL WATER 2022	\$	300.00
15603	6/22/2022 Baker Planning Group Ltd	PLANNING CONSULTING SERVICES	\$	1,517.48
15604	6/22/2022 Denise Batten	VRC- TRY-A-TRI REFUND	\$	55.00
15605	6/22/2022 Bell Canada	SCADA PHONE - MAY22	\$	132.96
15606	6/22/2022 Bell Mobility	MOBILE PHONE CHARGES	\$	530.41
15606	6/22/2022 Bell Mobility	MOBILE PHONE CHARGES	\$	570.85
15607	6/22/2022 Nancy Bridge	BRSLs HOMECOMING-NANCY BRIDGE	\$	90.29
15608	6/22/2022 The Cotton Harvest Quilt Shop	BIA GC REDEEMED-COTTON HARVEST	\$	50.00
15609	6/22/2022 Cousins Construction	HEFD-REPLACE DOORS/GLASS	\$	611.99
15610	6/22/2022 Nanci Ducharme	BRSLs HOMECOMING-TABLE COVERS	\$	42.92
15611	6/22/2022 Durst Tech Services	PW-TUCK SHED-ANNUAL MONITORING	\$	339.00
15612	6/22/2022 Festival Hydro	HYDRO- 240 TURNBERRY ST SOLAR	\$	5.54
15613	6/22/2022 Form & Build Supply Inc	BMD - FIBRE EXPANSION JOINT	\$	136.73
15614	6/22/2022 Gopher Sport	VRC - GAMES/TOYS	\$	882.26
15615	6/22/2022 Great Promotions	BRSLs HOMECOMING- MERCHANDISE	\$	5,122.86
15615	6/22/2022 Great Promotions	BRSLs HOMECO- HATS/FANNY PACKS	\$	1,358.80
15616	6/22/2022 Horst Excavating	CHARTERS A DRAIN IMPROVEMENT	\$	28,770.93
15617	6/22/2022 Huron Bay Co-Operative Inc	BMG - CHLORINE	\$	63.28
15618	6/22/2022 Huron Pioneer Thresher & Hobby Associa	BRSLs HOMECOMING-PEOPLE MOVER	\$	282.50
15619	6/22/2022 Kevin Kellington	BRSLs HOMECOMING-MAGNETS	\$	771.79
15619	6/22/2022 Kevin Kellington	BRSLs HOMECO- CARSHOW PRIZES	\$	77.70
15620	6/22/2022 KPMG LLP	ECO DEV-SERVICE DELIVERY REVIE	\$	22,600.00
15621	6/22/2022 Lloyd Burns McInnis LLP	INSURANCE CLAIM DEFENSE DEDUCT	\$	4,435.25
15622	6/22/2022 Lynn Hoy Enterprises	PW - LAWNMOWER	\$	541.27
15623	6/22/2022 Derek Macdonald	UTILITY REFUND	\$	990.00

15624	6/22/2022	Marco-Clay Products Inc	BMG - POOL - R&M SUPPLIES	\$	1,692.06
15625	6/22/2022	Maria's Wok 'n Dine	BIA GC REDEEMED - MARIAS	\$	75.00
15626	6/22/2022	Minister of Finance	MARRIAGE LICENCES	\$	2,400.00
15627	6/22/2022	Minten, Sarah	VRC- DAY CAMP REFUND	\$	515.00
15628	6/22/2022	Mr Heat'n Cool	TDN - DUCTLESS UNIT REPAIRS	\$	293.69
15629	6/22/2022	MTE Consultants Inc	BMG - CAPITAL RENOS	\$	4,943.75
15629	6/22/2022	MTE Consultants Inc	BMG- CAPITAL RENOS	\$	3,760.64
15630	6/22/2022	Liz Murtha	VRC - TEACHING CLASSES	\$	135.00
15631	6/22/2022	My Broadcasting Corp.	BIA - LADIES NIGHT ADS	\$	135.60
15632	6/22/2022	Nationwide Imaging	ADMIN - XEROX TONER	\$	2,150.92
15633	6/22/2022	Sylvia Nonkes	FLOWERS FOR BRUSSELS BRIDGE	\$	627.15
15634	6/22/2022	Petty Cash-Lissa Berard	VRC - VARIOUS SUPPLIES	\$	205.05
15635	6/22/2022	Pizza Train	BIA GC REDEEMED - PIZZA TRAIN	\$	30.00
15635	6/22/2022	Pizza Train	SPECIAL COUNCIL MEETING PIZZA	\$	93.90
15636	6/22/2022	Primitive Creek	BIA GC REDEEM-PRIMITIVE CREEK	\$	50.00
15637	6/22/2022	Safedesign Apparel Ltd	BFD - GLOVES	\$	1,332.69
15638	6/22/2022	Seaforth Foodland	ADMIN - CREAM	\$	4.29
15638	6/22/2022	Seaforth Foodland	EDSP - WORKING SESSION	\$	209.56
15639	6/22/2022	SGS Canada Inc.	WATER SAMPLES - VARIOUS	\$	518.67
15640	6/22/2022	Stericycle ULC	ADMIN - SHREDDING	\$	151.99
15640	6/22/2022	Stericycle ULC	ADMIN-SHREDDING	\$	101.14
15641	6/22/2022	Smith & Banks Packaging Inc.	UTILITY REFUND - SMITHS&BANKS	\$	1,008.00
15642	6/22/2022	Southwest Fire Academy	SFD/BFD-COURSES/CONSULTING	\$	6,617.85
15643	6/22/2022	Sunset Spring Farms	SFD - FLOWERS	\$	235.49
15644	6/22/2022	Technical Standards & Safety Authority	BMG - ELEVATOR LICENCE	\$	250.00
15645	6/22/2022	Teeswater Concrete Ltd	PW - CONCRETE BLOCKS	\$	565.00
15646	6/22/2022	Thomas International Inc.	ADMIN-JOB COMPARISON REPORT	\$	675.74

15647	6/22/2022 Deb Trollope	BRSLs HOMECOMING- TABLECOVERS	\$	85.83
15647	6/22/2022 Deb Trollope	BRSLs HOMECOMING- DECORATIONS	\$	130.99
15648	6/22/2022 Wards Auto Repair	SNOW RMVL- ETHEL - DEC21-MAR22	\$	975.42
15648	6/22/2022 Wards Auto Repair	GFD - SNOW REMOVAL	\$	1,219.27
15649	6/22/2022 Workplace Safety & Ins Board	WSIB - MAY 2022	\$	6,974.20
15650	6/16/2022 Seaforth Country Classic	C4TH COUNTRY CLASSIC SPONSOR	\$	2,000.00
Total Cheques for Approval			\$	551,594.05

DIRECT DEBIT	5/2/2022 Eastlink	VRC/TDN-CABLE/INTERNET/PHONE	\$	174.60
DIRECT DEBIT	5/2/2022 Bell Canada	PHONE - SFD	\$	125.32
DIRECT DEBIT	5/2/2022 Bell Canada	PHONE - SEAFORTH OPP	\$	129.70
DIRECT DEBIT	5/2/2022 Bell Canada	PHONE-SDCC	\$	66.41
DIRECT DEBIT	5/2/2022 Bell Canada	FAX-SDCC	\$	47.00
DIRECT DEBIT	5/2/2022 Hydro One Networks Inc	HYDRO - VANASTAR STP	\$	3,309.35
DIRECT DEBIT	5/3/2022 Hydro One Networks Inc	HYDRO-SLIGHTS BRIARHILL	\$	25.72
DIRECT DEBIT	5/4/2022 Hydro One Networks Inc	HYDRO- GREY GARAGE	\$	442.42
DIRECT DEBIT	5/9/2022 The Beer Store	SDCC - BEER SUPPLIES	\$	1,665.57
DIRECT DEBIT	5/9/2022 Bell Canada	PHONE-MCKILLOP SHOP	\$	58.30
DIRECT DEBIT	5/9/2022 Union Gas	HEAT- BRSLs SHED	\$	140.68
DIRECT DEBIT	5/9/2022 Union Gas	HEAT - BMG	\$	723.11
DIRECT DEBIT	5/9/2022 Union Gas	HEAT- BMG	\$	76.76
DIRECT DEBIT	5/9/2022 Union Gas	HEAT- C4TH WTP	\$	27.57
DIRECT DEBIT	5/9/2022 Union Gas	HEAT - SDCC	\$	1,898.85
DIRECT DEBIT	5/9/2022 Union Gas	HEAT-BFD	\$	202.28
DIRECT DEBIT	5/9/2022 Union Gas	HEAT - FHT	\$	558.96
DIRECT DEBIT	5/9/2022 Union Gas	HEAT - BMG POOL	\$	2.17

DIRECT DEBIT	5/9/2022 Union Gas	HEAT - BLIB	\$	262.20
DIRECT DEBIT	5/9/2022 Kincardine Cable	GFD - INTERNET	\$	41.75
DIRECT DEBIT	5/10/2022 Edward Fuels (A Division of McDougall Er	SFD - FUEL	\$	184.33
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO - BMG	\$	5,282.19
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO-BRUSSELS ST LIGHTS	\$	829.84
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO - SDCC	\$	8,773.77
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO-C4TH PUMP STATION	\$	2,434.24
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO- C4TH STREETLIGHTS	\$	1,608.68
DIRECT DEBIT	5/12/2022 Hydro One Networks Inc	HYDRO- STREET LIGHTS	\$	663.74
DIRECT DEBIT	5/12/2022 Festival Hydro	HYDRO-LLOYD EISLER ST LIGHTS	\$	14.76
DIRECT DEBIT	5/13/2022 The Beer Store	BMG - BEER SUPPLIES	\$	8,133.22
DIRECT DEBIT	5/16/2022 Municipality Of Central Huron	VANASTRA WATER	\$	6,914.60
DIRECT DEBIT	5/16/2022 Union Gas	HEAT - VRC	\$	2,413.11
DIRECT DEBIT	5/16/2022 Great-West Life Assurance Co	SFD - GROUP INSURANCE	\$	260.76
DIRECT DEBIT	5/19/2022 Hydro One Networks Inc	HYDRO- SEAFORTH STP	\$	7,489.92
DIRECT DEBIT	5/20/2022 The Beer Store	BMG - BEER SUPPLIES	\$	10,312.29
DIRECT DEBIT	5/20/2022 Hensall District Co-op	FUEL- VARIOUS	\$	51,450.83
DIRECT DEBIT	5/24/2022 Eastlink	TDN - PHONE	\$	38.81
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO-POWERING CRES DR	\$	10.83
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO- STREET LIGHTS	\$	23.02
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO-MCKILLOP OFFICE	\$	511.74
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO - STREET LIGHTS	\$	342.09
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO-MCKILLOP SHED	\$	483.95
DIRECT DEBIT	5/24/2022 Hydro One Networks Inc	HYDRO - STREET LIGHTS	\$	492.16
DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	PHONE/INTERNET-TH/SFD/BFD	\$	461.64
DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	INTERNET- SDCC	\$	107.01
DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	INTERNET- TUCK/GREY	\$	109.46

DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	INTERNET - BRSLS OPP	\$	73.45
DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	INTERNET/PHONE-BMG	\$	118.72
DIRECT DEBIT	5/24/2022 Tuckersmith Comm Co-Op	PHONE-MCKILLOP	\$	344.65
DIRECT DEBIT	5/24/2022 Union Gas	HEAT - SFD	\$	155.76
DIRECT DEBIT	5/24/2022 Union Gas	HEAT - SLIB	\$	204.11
DIRECT DEBIT	5/24/2022 Union Gas	HEAT- TUCKERSMITH SHED	\$	271.63
DIRECT DEBIT	5/24/2022 Union Gas	HEAT - TH	\$	213.70
DIRECT DEBIT	5/24/2022 Waste Management	WASTE RMVL - SEAFORTH	\$	4,971.55
DIRECT DEBIT	5/24/2022 Waste Management	WASTE RMVL- BMG	\$	508.19
DIRECT DEBIT	5/24/2022 Waste Management	WASTE RMVL - TUCKERSMITH SHED	\$	1,329.31
DIRECT DEBIT	5/24/2022 Waste Management	WASTE RMVL - SDCC FEE INCREASE	\$	81.76
DIRECT DEBIT	5/24/2022 Waste Management	WASTE RMVL-BRSLS/C4TH/VAN/TUCK	\$	32,712.17
DIRECT DEBIT	5/24/2022 Telizon Inc	LONG DISTANCE CHARGES MAY 2022	\$	8.11
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE-BFD	\$	149.14
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE-BRSLS OPP	\$	67.73
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE-GREY TWP OFFICE	\$	59.88
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE - GFD	\$	121.96
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE- GREY SHED	\$	80.95
DIRECT DEBIT	5/25/2022 Bell Canada	PHONE-BRUSSELS SHED	\$	73.44
DIRECT DEBIT	5/25/2022 Hydro One Networks Inc	HYDRO- VANASTRA WATER	\$	1,873.88
DIRECT DEBIT	5/25/2022 Hydro One Networks Inc	HYDRO- VRC	\$	2,047.07
DIRECT DEBIT	5/25/2022 Hydro One Networks Inc	HYDRO- VANASTRA BALL PARK	\$	35.54
DIRECT DEBIT	5/25/2022 Hydro One Networks Inc	HYDRO-TUCK SHED	\$	275.90
DIRECT DEBIT	5/25/2022 Hydro One Networks Inc	HYDRO- VANASTAR FOOD BOOTH	\$	35.54
DIRECT DEBIT	5/26/2022 Hydro One Networks Inc	HYDRO- BRUCEFIELD WTP	\$	746.53
DIRECT DEBIT	5/27/2022 The Beer Store	BMG - BEER	\$	6,972.32
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-C4TH WATER TOWER	\$	444.62

DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- 35 OAK ST GRID	\$	33.73
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BMD	\$	388.24
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-650 ALEXANDER ST GRID	\$	33.73
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-C4TH PUMP STN LIGHTS	\$	23.12
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-SLIB	\$	260.64
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- C4TH 30 WELSH ST WELL	\$	566.41
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- 40 WELSH ST GRID	\$	36.22
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO - BFD	\$	136.90
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- C4TH OPP	\$	199.69
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO - BRUSSELS STP	\$	3,759.69
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- BANDSHELL	\$	33.73
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-72 MAIN S S REAR	\$	901.53
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-C4TH 40 WELSH ST WELL	\$	3,344.06
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- SFD	\$	209.90
DIRECT DEBIT	5/30/2022 Hydro One Networks Inc	HYDRO-BCEM	\$	40.03
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO - TENNIS COURT	\$	33.73
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BRSLS PUMP STATION	\$	563.70
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO - MAIN & GOUINLOCK	\$	151.28
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BRSLS 240 TURNBERRY WELL	\$	205.12
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-35 WELSH ST GRID	\$	35.56
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- BLIB	\$	133.24
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO- TH	\$	68.84
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BRSLS SHOP	\$	137.82
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO - 360 TURNBERRY ST	\$	39.32
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-FHT	\$	1,112.36
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BRSLS 66 CHURCH ST WELL	\$	2,056.01
DIRECT DEBIT	5/30/2022 Festival Hydro	HYDRO-BRSLS OPTIMIST PARK	\$	34.90

DIRECT DEBIT	5/31/2022 The Beer Store	BMG - BEER	\$	494.55
DIRECT DEBIT	5/31/2022 Municipality of Bluewater	SECOND QTR TAXES	\$	776.00
DIRECT DEBIT	6/1/2022 CIBC Visa	RECE002 00000000000055175	\$	2,428.82
DIRECT DEBIT	6/1/2022 CIBC Visa	SEAF008 00000000000055188	\$	82.45
DIRECT DEBIT	6/1/2022 CIBC Visa	CANA024 00000000000055202	\$	337.87
DIRECT DEBIT	6/1/2022 CIBC Visa	EDWA001 00000000000055163	\$	49.30
DIRECT DEBIT	6/1/2022 CIBC Visa	SEAF008 00000000000055182	\$	70.61
DIRECT DEBIT	6/1/2022 CIBC Visa	HUBS001 00000000000055194	\$	160.01
DIRECT DEBIT	6/1/2022 CIBC Visa	TECH001 00000000000055173	\$	118.00
DIRECT DEBIT	6/1/2022 CIBC Visa	JERR001 00000000000055184	\$	17.19
DIRECT DEBIT	6/1/2022 CIBC Visa	MUNI004 00000000000055198	\$	620.37
DIRECT DEBIT	6/1/2022 CIBC Visa	SEAF008 00000000000055160	\$	32.99
DIRECT DEBIT	6/1/2022 CIBC Visa	LCBO001 00000000000055158	\$	814.45
DIRECT DEBIT	6/1/2022 CIBC Visa	WALM002 00000000000055162	\$	76.59
DIRECT DEBIT	6/1/2022 CIBC Visa	RECE002 00000000000055176	\$	1,991.06
DIRECT DEBIT	6/1/2022 CIBC Visa	ONTA032 00000000000055196	\$	256.59
DIRECT DEBIT	6/1/2022 CIBC Visa	AMCT001 00000000000055200	\$	689.30
DIRECT DEBIT	6/1/2022 CIBC Visa	ONTA005 00000000000055178	\$	372.90
DIRECT DEBIT	6/1/2022 CIBC Visa	SEAF008 00000000000055186	\$	3.29
DIRECT DEBIT	6/1/2022 CIBC Visa	OMTR001 Many vouchers	\$	1,214.75
DIRECT DEBIT	6/1/2022 CIBC Visa	LCBO001 00000000000055168	\$	4,256.08
DIRECT DEBIT	6/1/2022 CIBC Visa	MACE001 00000000000055190	\$	150.00
DIRECT DEBIT	6/1/2022 CIBC Visa	JWMA001 00000000000055204	\$	411.32
DIRECT DEBIT	6/1/2022 CIBC Visa	EXTR001 00000000000055192	\$	2,626.09
DIRECT DEBIT	6/1/2022 CIBC Visa	LCBO001 00000000000055170	\$	233.58
Direct Debits For Approval			\$	206,126.98

EFT000000004673	6/30/2022 County of Huron	2ND QTR TAX INSTALLMENT 2022	\$	1,725,862.00
EFT000000004674	6/3/2022 Abi Corbett	A. CORBETT- BMG- LCBO SUPPLIES	\$	3,562.58
EFT000000004675	6/30/2022 Avon Maitland Dist School Bd	2ND QTR TAX INSTALLMENT 2022	\$	556,654.00
EFT000000004676	6/30/2022 Huron-Perth Cathol Dist Sch Bd	2ND QTR TAX INSTALLMENT	\$	136,326.00
EFT000000004677	6/22/2022 552976 Ontario Limited	PW - CALCIUM - DUST CONTROL	\$	106,533.44
EFT000000004678	6/22/2022 Maureen Agar	EXPENSE CLAIM- M. AGAR	\$	1,117.34
EFT000000004678	6/22/2022 Maureen Agar	EXPENSE CLAIM- M. AGAR	\$	1,384.86
EFT000000004679	6/22/2022 Artech Signs & Graphics	HEFD-RADIO COMMS REMIND CARDS	\$	511.33
EFT000000004679	6/22/2022 Artech Signs & Graphics	PW - HURON EAST DECALS	\$	280.24
EFT000000004679	6/22/2022 Artech Signs & Graphics	BIA - WEBSITE UPDATES	\$	45.20
EFT000000004679	6/22/2022 Artech Signs & Graphics	BMG - R&M	\$	214.70
EFT000000004679	6/22/2022 Artech Signs & Graphics	PW - COROPLAST SIGNS	\$	587.60
EFT000000004680	6/22/2022 Arva Grain Corp	PW - M6-13	\$	124.38
EFT000000004681	6/22/2022 Association Of Mun Of Ontario	ADMIN- JOB AD - TREASURER	\$	316.40
EFT000000004682	6/22/2022 Barmy Tech	BRSLs HOMECOMING-MERCHANDISE	\$	883.91
EFT000000004682	6/22/2022 Barmy Tech	VRC - CLOTHING	\$	783.09
EFT000000004683	6/22/2022 Black & McDonald Limited	BMG - PUMP REPAIR	\$	6,322.65
EFT000000004683	6/22/2022 Black & McDonald Limited	BMG - COMPRESSOR MAINTENANCE	\$	7,335.29
EFT000000004684	6/22/2022 Bluewater Recycling Association-MARS	JUNE 22 AUTOMATED	\$	4,317.76
EFT000000004685	6/22/2022 Municipality of Bluewater	HEFD - HENSALL FIRE CALL	\$	400.00
EFT000000004686	6/22/2022 B M Ross & Associates Limited	T-19 ON RODGERVILLE ROAD	\$	6,781.14
EFT000000004687	6/22/2022 Emily Boyer	GFD - TRAINING - CPR FIRST AID	\$	1,035.00
EFT000000004688	6/22/2022 Steve Boyer	GFD - LIFE JACKETS	\$	146.88
EFT000000004688	6/22/2022 Steve Boyer	GFD - LIFE JACKETS	\$	146.88
EFT000000004689	6/22/2022 Canadian Red Cross	VRC - BABYSITTER COURSE	\$	119.50
EFT000000004690	6/22/2022 Carrier Centres	PW - M1-14	\$	2,677.96

EFT000000004691	6/22/2022 Carson Supply	W/WW - ZINC ANODES/CLAMP	\$	497.51
EFT000000004691	6/22/2022 Carson Supply	TURNBERRY ST LOT PAVING	\$	876.46
EFT000000004691	6/22/2022 Carson Supply	W/WW- SEDIMENT FILTER	\$	123.40
EFT000000004692	6/22/2022 Cedar Signs	PW - BANDING ROLLS	\$	131.22
EFT000000004692	6/22/2022 Cedar Signs	PW - ROAD SIGNS	\$	8,581.71
EFT000000004692	6/22/2022 Cedar Signs	PW - CUSTOM SIGN	\$	562.39
EFT000000004693	6/22/2022 Cimco Refrigeration London Br	SDCC - R&M EQUIPMENT	\$	1,049.98
EFT000000004694	6/22/2022 Coco Paving Inc	PW - COLD MIX	\$	1,840.54
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN-NETWORK SUPPORT	\$	1,824.95
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN - IT SUPPORT	\$	254.36
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN - IT SUPPORT	\$	593.25
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN - IT SUPPORT	\$	4,000.20
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN-COMPUTER DISPLAY CABLES	\$	124.30
EFT000000004695	6/22/2022 ContinulT Corp	ADMIN - LAPTOP	\$	1,976.37
EFT000000004696	6/22/2022 Abi Corbett	MILEAGE - A. CORBETT	\$	278.77
EFT000000004697	6/22/2022 Cut Rite Tree Service	BMG/PW- TREE & STUMP SERVICES	\$	2,542.50
EFT000000004698	6/22/2022 Brenda Dalton	MILEAGE - B. DALTON	\$	18.30
EFT000000004699	6/22/2022 DATASOFT Software Solutions	BRISSELS WWTP FILTERS	\$	3,490.85
EFT000000004700	6/22/2022 D. Culbert Ltd	PW - ALBERT ST MARKINGS	\$	678.00
EFT000000004701	6/22/2022 Delta Power Equipment	PW - W1-07	\$	35.12
EFT000000004702	6/22/2022 Dietz Agri Centre Inc	PW - ROUNDUP	\$	545.79
EFT000000004702	6/22/2022 Dietz Agri Centre Inc	BRSLs STP FILTER BLDG VENTING	\$	158.20
EFT000000004702	6/22/2022 Dietz Agri Centre Inc	SDCC - DUST CAP	\$	92.55
EFT000000004703	6/22/2022 Brad Dietrich	MILEAGE- B. DIETRICH	\$	1,291.37
EFT000000004704	6/22/2022 Charlene Dietrich-Illsley	BMD - MAY22 CLEANING	\$	350.00
EFT000000004705	6/22/2022 Donnelly & Murphy Barristers & Solicitor:	ADMIN - LEGAL - OUD APPEAL	\$	423.75
EFT000000004706	6/22/2022 Elements of Design	BIA GC REDEEMED-ELEMENTS OF DE	\$	50.00

EFT000000004707	6/22/2022 Elligsen Electric Ltd	PW- STREET LIGHT REPAIR BRSL	\$	243.61
EFT000000004707	6/22/2022 Elligsen Electric Ltd	PW - C4TH STREET LIGHT REPAIR	\$	1,118.45
EFT000000004708	6/22/2022 Entandem Licensing	SDCC - LICENCE FEE	\$	126.47
EFT000000004708	6/22/2022 Entandem Licensing	SDCC - LICENCE FEE	\$	55.43
EFT000000004709	6/22/2022 Eric Cox Sanitation Equipment & Supplies	SDCC - JANITORIAL SUPPLIES	\$	732.69
EFT000000004709	6/22/2022 Eric Cox Sanitation Equipment & Supplies	BMG - POOL SUPPLIES	\$	900.94
EFT000000004709	6/22/2022 Eric Cox Sanitation Equipment & Supplies	SDCC - DRAIN HOSE ASSEMBLY	\$	135.04
EFT000000004710	6/22/2022 ESL Utility & Municipal Prod.	W/WW- FORD SS REPAIR CLAMP	\$	190.69
EFT000000004711	6/22/2022 eSolutions Group Limited	WEBSITE - ANNUAL HOSTING	\$	6,441.00
EFT000000004712	6/22/2022 Excel Business Systems	PW - COPIER COST	\$	33.93
EFT000000004712	6/22/2022 Excel Business Systems	ADMIN - LAMINATION ROLL	\$	203.39
EFT000000004713	6/22/2022 Fairholme Dairy Ltd - Evans Wholesale	TDN - MILK	\$	140.10
EFT000000004713	6/22/2022 Fairholme Dairy Ltd - Evans Wholesale	TDN - MILK/CHEESE	\$	334.80
EFT000000004713	6/22/2022 Fairholme Dairy Ltd - Evans Wholesale	TDN - MILK/CHEESE	\$	236.10
EFT000000004713	6/22/2022 Fairholme Dairy Ltd - Evans Wholesale	TDN - MILK	\$	120.60
EFT000000004714	6/22/2022 Finnbilt General Contracting Ltd	BRSL WWTP FILTER BLDG & UV	\$	48,350.77
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN- GROCERIES	\$	168.23
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	220.75
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	250.83
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	6.97
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	185.08
EFT000000004715	6/22/2022 Food Basics- Store # 632	TDN - GROCERIES	\$	283.68
EFT000000004716	6/22/2022 Gabel Electric	PW - ELECTRICAL WORK GREY SHOP	\$	129.95
EFT000000004716	6/22/2022 Gabel Electric	BMG - POOL- R&M EQUIPMENT	\$	141.25
EFT000000004717	6/22/2022 Glanville, Lisa	EXPENSE CLAIM- L. GLANVILLE	\$	302.25
EFT000000004718	6/22/2022 GM BluePlan Engineering Limited	BAKER DRAIN	\$	3,958.75
EFT000000004718	6/22/2022 GM BluePlan Engineering Limited	BRYANS & ANDERSON SUBDIVISION	\$	5,362.92

EFT000000004718	6/22/2022	GM BluePlan Engineering Limited	BAILLIE MUNICIPAL DRAIN	\$	1,468.39
EFT000000004718	6/22/2022	GM BluePlan Engineering Limited	MARKET ST. DEVELOPEMENT REVIEW	\$	339.00
EFT000000004718	6/22/2022	GM BluePlan Engineering Limited	BRYANS & ANDERSON SUBDIVISION	\$	9,128.99
EFT000000004719	6/22/2022	Paul Haley	SFD- EQUIPMENT MAINTENANCE	\$	520.93
EFT000000004720	6/22/2022	HICKS MORLEY HAMILTON STEWART ST	ADMIN- PROFESSIONAL SERVICES	\$	410.19
EFT000000004721	6/22/2022	John Hill	MILEAGE- J. HILL	\$	978.38
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	VRC - CLEANER	\$	163.74
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	TDN - SUPPLIES	\$	197.21
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	FHT - JANITORIAL SUPPLIES	\$	139.54
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	VRC - TOILET PAPER	\$	46.61
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	FHT-KLEENEX	\$	108.14
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	TDN- LAUNDRY POWDER	\$	93.32
EFT000000004722	6/22/2022	H.O. Jerry (1983) Ltd	TDN - CLEANING SUPPLIES	\$	291.62
EFT000000004723	6/22/2022	Hollandia Gardens Limited	VRC - POOL SUPPLIES	\$	938.06
EFT000000004724	6/22/2022	Huron Tire & Auto Inc.	PW - L2-19	\$	54.60
EFT000000004724	6/22/2022	Huron Tire & Auto Inc.	PW - G1-07	\$	136.36
EFT000000004725	6/22/2022	Huron Tractor Ltd	BCEM- OIL CHANGE	\$	85.57
EFT000000004726	6/22/2022	Huron Ridge Acres	FLOWER BASKETS & BOXES	\$	1,055.14
EFT000000004727	6/22/2022	Ideal Supply Inc	SDCC - EQUIPMENT R&M	\$	25.29
EFT000000004728	6/22/2022	Peter Jaycock	BMD - LAWN MAINTENANCE	\$	490.00
EFT000000004729	6/22/2022	Keppel Creek	MAY 2022 BYLAW ENFORCEMENT	\$	2,171.93
EFT000000004730	6/22/2022	KMM Farm Drainage	SILVER CORNERS DRAIN DAM RMVL	\$	791.00
EFT000000004731	6/22/2022	Kraemer Concrete Ltd	BMD - SIDEWALK	\$	1,084.80
EFT000000004732	6/22/2022	Lavis Contracting Co Ltd	PW - GRANULAR M - STOCK PILE	\$	6,215.96
EFT000000004732	6/22/2022	Lavis Contracting Co Ltd	PW- GRANULAR M GRAVEL	\$	124,968.74
EFT000000004732	6/22/2022	Lavis Contracting Co Ltd	PW - GRANULAR M - STOCK PILE	\$	7,931.12
EFT000000004733	6/22/2022	The Lawn Master	PW - MAPLE TREE PLANTED	\$	254.25

EFT000000004733	6/22/2022 The Lawn Master	PW - HARDWOOD TREES	\$	5,339.25
EFT000000004733	6/22/2022 The Lawn Master	PW - GRASS SEED	\$	411.32
EFT000000004733	6/22/2022 The Lawn Master	PW - GRASS SEED	\$	988.75
EFT000000004734	6/22/2022 Laura Leeming	EXPENSE CLAIM- L. LEEMING	\$	53.77
EFT000000004735	6/22/2022 Lifesaving Society	BMG - POOL - RECERTIFICATION	\$	35.00
EFT000000004735	6/22/2022 Lifesaving Society	VRC - NATIONAL LIFEGUARD	\$	245.00
EFT000000004736	6/22/2022 Bernie MacLellan	MILEAGE- B. MACLELLAN	\$	42.09
EFT000000004737	6/22/2022 Tammy Martene	EXPENSE CLAIM- T. MARTENE	\$	111.12
EFT000000004738	6/22/2022 Paul McCallum	HOEGY DRAIN- BACKHOE &DAM RMVL	\$	384.20
EFT000000004738	6/22/2022 Paul McCallum	WINTHROP DRAIN BEAVER DAM RMVL	\$	327.70
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	VRC - R&M BUILDING SUPPLIES	\$	98.24
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMD- SIDEWALK	\$	356.97
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMD - SOIL/SEED	\$	34.15
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMG - R&M MATERIALS	\$	38.95
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	ECO DEV - FLAGS	\$	264.32
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMD - SIDEWALK	\$	155.87
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	PW - POWER AUGERS	\$	55.32
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	PW - MULCHING BLADE	\$	19.18
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	TH - WINDOW	\$	1,439.62
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	W/WW - TOILET CLEANER	\$	18.07
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMG - POOL - R&M SUPPLIES	\$	17.57
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMD - SIDEWALK	\$	24.27
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BCEM - SOIL/GRASS SEED	\$	49.35
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMG - SPORTS FIELDS - R&M	\$	6.76
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BMG - R&M SUPPLIES	\$	18.06
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BLIB - CLEANING SUPPLIES	\$	114.30
EFT000000004739	6/22/2022 McDonald Home Hardware Building Cent	BRSL S CEMETARY - POLISH	\$	8.46

EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent W/WW - KEY	\$	4.06
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent TH - WINDOW	\$	1,488.64
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent BMG - KEYS	\$	20.28
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent BMG - POLE	\$	30.50
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent PW - FLOWER BOXES	\$	14.68
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent ADMIN - WINDOW REPLACEMENT	\$	115.17
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent FHT - DOOR REPAIRS	\$	6,411.62
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent BMD- TOILET PAPER/GARBAGE BAGS	\$	22.58
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent BMD - SIDEWALK	\$	60.39
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent WW - BLEACH	\$	7.89
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent PW - BLADE	\$	18.07
EFT000000004739	6/22/2022	McDonald Home Hardware Building Cent PW - JANITORIAL SUPPLIES	\$	24.85
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd WALTON LF - QUICK LINK	\$	5.56
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd BMG-SPORTS FIELD BOBCAT RENTAL	\$	536.07
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd PW - PRESSURE WASHER GUN	\$	40.91
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd BMG - MACHINE RENTAL	\$	339.22
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd PW - LAWN MOWER REPAIRS	\$	84.22
EFT000000004740	6/22/2022	McGavin Farm Equipment Ltd BMG - SPORTS FIELDS R&M	\$	47.35
EFT000000004741	6/22/2022	Alvin McLellan MILEAGE- A. MCLELLAN	\$	43.31
EFT000000004742	6/22/2022	Helen McNaughton TH - CLEANING SERVICES MAY22	\$	885.76
EFT000000004743	6/22/2022	Brad McRoberts MILEAGE- B. MCROBERTS	\$	231.18
EFT000000004744	6/22/2022	McSweeney & Associates Consulting Inc ECONO DEVELOP - STRATEGIC PLAN	\$	11,269.49
EFT000000004745	6/22/2022	Dave Meriam MILEAGE- D. MERIAM	\$	70.37
EFT000000004746	6/22/2022	Microage Basics ADMIN- MONITOR	\$	225.99
EFT000000004747	6/22/2022	Midwestern Equipment Ltd PW - M5-18	\$	754.16
EFT000000004747	6/22/2022	Midwestern Equipment Ltd PW- M5-18	\$	2,318.31
EFT000000004747	6/22/2022	Midwestern Equipment Ltd PW- M5-18	\$	274.27

EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	PW- PRESSURE TREATED WOOD	\$	654.27
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	BMD - HOSE/HOSE END	\$	113.62
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	SDCC - DUST MASKS	\$	16.49
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	BIA - BIKE RACKS	\$	22.17
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	VRC - COUPLING/NOZZLE	\$	22.58
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	ECON DEV- PHONE BOOTH	\$	35.01
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	TH - PAINT STRIP	\$	43.60
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	SDCC - CEMENT	\$	38.97
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	ECON DEV - PHONE BOOTH	\$	38.28
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	BMD - ELECTRIC BREAKER RENT	\$	113.00
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	SDCC - TOILET REPAIRS	\$	40.87
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	BIA - BIKE RACKS	\$	7.56
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	SDCC - R&M SUPPLIES	\$	69.53
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	W/WW - SCREWS	\$	11.18
EFT000000004748	6/22/2022	Moffat & Powell - Seaforth	BMD - DRILL BIT/KNIFE/BLADE	\$	44.01
EFT000000004749	6/22/2022	Kevin Moore	BFD - CLEANING	\$	200.00
EFT000000004750	6/22/2022	Municipal Finance Officers' Assoc	ADMIN- JOB POSTING - TREASURER	\$	259.90
EFT000000004751	6/22/2022	NICOLE DUQUETTE CONSULTING	BMG FUNDRAISING CONSULTANCY	\$	8,475.00
EFT000000004752	6/22/2022	Township of North Huron	FPO CONFERENCE	\$	267.50
EFT000000004753	6/22/2022	North Huron Publishing Inc	BRSLs HOMECOMING- ADS	\$	33.90
EFT000000004753	6/22/2022	North Huron Publishing Inc	PW/TDN- JOBS/PESTICIDE USE ADS	\$	898.35
EFT000000004753	6/22/2022	North Huron Publishing Inc	HEFC - ADVERTISING	\$	207.82
EFT000000004753	6/22/2022	North Huron Publishing Inc	BMG - SUMMER STUDENTS ADS	\$	94.92
EFT000000004754	6/22/2022	Ontario One Call	PW - ASSESSED NOTIFICATIONS	\$	34.10
EFT000000004755	6/22/2022	Orkin Canada Corporation	COMPOST SITE - PEST CONTROL	\$	45.20
EFT000000004755	6/22/2022	Orkin Canada Corporation	VRC - PEST CONTROL	\$	73.22
EFT000000004755	6/22/2022	Orkin Canada Corporation	COMPOST SITE - PEST CONTROL	\$	45.20

EFT000000004755	6/22/2022 Orkin Canada Corporation	FHT - PEST CONTROL	\$	83.11
EFT000000004755	6/22/2022 Orkin Canada Corporation	COMPOST SITE - PEST CONTROL	\$	45.20
EFT000000004756	6/22/2022 Bill Pearson	BCEM - BURIALS	\$	1,130.00
EFT000000004756	6/22/2022 Bill Pearson	BCEM - BURIALS	\$	452.00
EFT000000004757	6/22/2022 P E Inglis Holdings Inc	BMG - HANDSANITIZER	\$	418.67
EFT000000004758	6/22/2022 Pete's Paper Clip	ADMIN-ADD MACHINE/KEYBOARD/SUP	\$	318.57
EFT000000004758	6/22/2022 Pete's Paper Clip	ADMIN-OFFICE SUPPLIES	\$	244.93
EFT000000004758	6/22/2022 Pete's Paper Clip	TDN - BINDERS/HIGHLIGHTER	\$	15.32
EFT000000004758	6/22/2022 Pete's Paper Clip	BLD INSP- BATTERIES/PENS	\$	36.02
EFT000000004758	6/22/2022 Pete's Paper Clip	W/WW - OFFICE SUPPLIES	\$	53.75
EFT000000004758	6/22/2022 Pete's Paper Clip	W/WW- INK CARTRIDGE	\$	327.08
EFT000000004758	6/22/2022 Pete's Paper Clip	ADMIN - PLANNER	\$	19.20
EFT000000004759	6/22/2022 Postmedia Network Inc.	ADMIN/PW/DAYCARE-VARIOUS ADS	\$	1,974.68
EFT000000004760	6/22/2022 PSD Citywide Inc.	CITY WIDE GIS LINKING & IMPROV	\$	3,616.00
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	BFD - RECHARGABLE BATTERIES	\$	24.34
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW- M5-18	\$	20.25
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW- LAWN MOWER REPAIR	\$	7.80
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW - G-6 - MIRRORS	\$	56.00
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	BCEM - WRENCH	\$	12.42
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	BFD - FIRE EXTINGUISHER REFILL	\$	146.90
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW - STARTER CORD	\$	1.97
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW- BULB/FILTER/LAMPS	\$	358.22
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	BFD - RECHARGABLE BATTERY	\$	24.34
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW - SWIVEL VICE	\$	222.64
EFT000000004761	6/22/2022 Radar Auto Parts - Brussels	PW - M5-18	\$	16.15
EFT000000004762	6/22/2022 Radar Auto Parts - Clinton	PW - GLOVES	\$	45.19
EFT000000004762	6/22/2022 Radar Auto Parts - Clinton	PW-G1-07 OIL FILTER	\$	109.85

EFT000000004763	6/22/2022 RCAP Leasing Inc	SDCC - FLOOR SCRUBBER RENTAL	\$	599.65
EFT000000004764	6/22/2022 Realtax Inc	ADMIN - CONSULT SERVICES	\$	474.60
EFT000000004764	6/22/2022 Realtax Inc	ADMIN - CONSULT SERVICES	\$	531.10
EFT000000004764	6/22/2022 Realtax Inc	ADMIN- CONSULT SERVICES	\$	418.10
EFT000000004764	6/22/2022 Realtax Inc	ADMIN - CONSULT SERVICES	\$	672.35
EFT000000004765	6/22/2022 Rintoul's Pools & Spas Ltd	BMG - POOL SUPPLIES	\$	496.07
EFT000000004765	6/22/2022 Rintoul's Pools & Spas Ltd	BMG - POOL R&M SUPPLIES	\$	327.58
EFT000000004765	6/22/2022 Rintoul's Pools & Spas Ltd	BMG - POOL SUPPLIES	\$	2,137.68
EFT000000004766	6/22/2022 R J Burnside & Associates Ltd	14TH CONC. MD IMPROVEMENT	\$	6,148.42
EFT000000004766	6/22/2022 R J Burnside & Associates Ltd	HE DRAINAGE SUPERINTENDANT	\$	6,306.20
EFT000000004766	6/22/2022 R J Burnside & Associates Ltd	BRSLs WWTP FILTER & UV UPGRADE	\$	15,806.08
EFT000000004767	6/22/2022 Jessica Rudy	MILEAGE - J. RUDY	\$	199.06
EFT000000004768	6/22/2022 Ryan Construction	WALTON LF - EXCAVATOR WORK	\$	3,707.81
EFT000000004769	6/22/2022 Ryan Enterprises Truck Repair	PW - T1-04	\$	698.61
EFT000000004770	6/22/2022 Seaforth Agricultural Society	REIMBURSEMENT OF LOTTO LICENCE	\$	1,259.03
EFT000000004771	6/22/2022 Seaforth Animal Hospital	ANIMAL CNTRL- BOARDING WILKER	\$	87.95
EFT000000004771	6/22/2022 Seaforth Animal Hospital	ANIMAL CNTRL- BOARDING- EVEREP	\$	87.95
EFT000000004772	6/22/2022 Seaforth Plumbing & Heating	SDCC - R&M BUILDING	\$	626.39
EFT000000004772	6/22/2022 Seaforth Plumbing & Heating	WINTHROP PARK-TURN ON WATER	\$	384.20
EFT000000004773	6/22/2022 Seebach & Company	2021 AUDIT EXPENSE	\$	27,685.00
EFT000000004774	6/22/2022 Sills Home Hardware	SDCC - R&M SUPPLIES	\$	139.49
EFT000000004775	6/22/2022 SJ Fritzley Auto Repair	PW-L6-13- CATALYTIC CONVERTER	\$	2,316.45
EFT000000004776	6/22/2022 Steve Steiss	CRANBROOK CEM - BURIAL	\$	230.00
EFT000000004777	6/22/2022 Stonetown Supply Services Inc	VRC- SUPREME TOWELS	\$	156.84
EFT000000004778	6/22/2022 Al Storey	DRAIN MAINTENANCE	\$	348.80
EFT000000004779	6/22/2022 Swan Dust Control Ltd	TH- MAT SERVICE	\$	84.75
EFT000000004779	6/22/2022 Swan Dust Control Ltd	FHT - MAT SERVICE	\$	68.76

EFT000000004779	6/22/2022 Swan Dust Control Ltd	SDCC - MAT SERVICE	\$	101.24
EFT000000004779	6/22/2022 Swan Dust Control Ltd	FHT-MAT SERVICE	\$	68.76
EFT000000004779	6/22/2022 Swan Dust Control Ltd	TH- MAT SERVICE	\$	84.75
EFT000000004780	6/22/2022 Sysco - Southwestern Ontario	TDN - GROCERIES	\$	882.25
EFT000000004781	6/22/2022 Toromont - CAT	PW - G5-15	\$	301.52
EFT000000004781	6/22/2022 Toromont - CAT	PW - G6-11	\$	1,651.50
EFT000000004782	6/22/2022 Total Image II	BIA GC REDEEMED - TOTAL IMAGE	\$	55.00
EFT000000004782	6/22/2022 Total Image II	BIA GC REDEEMED- TOTAL IMAGE	\$	60.00
EFT000000004783	6/22/2022 Twins Lawn Care Service	FHT-LAWN & GARDEN MAINTENANCE	\$	827.16
EFT000000004783	6/22/2022 Twins Lawn Care Service	FHT - MAY LAWN CARE	\$	367.25
EFT000000004784	6/22/2022 Upshall Backhoe Service	W -WATERMAIN REPAIR JAMES&WEST	\$	452.00
EFT000000004785	6/22/2022 Van Driel Excavating Inc	LIONS PARK-EXCAVATE/WATER MAIN	\$	54,137.46
EFT000000004786	6/22/2022 Nancy Whidden	EXPENSES- N. WHIDDEN-GROCERIES	\$	66.93
EFT000000004786	6/22/2022 Nancy Whidden	EXPENSE CLAIM- N. WHIDDEN	\$	29.01
EFT000000004787	6/22/2022 Gloria Wilbee	MILEAGE - G. WILBEE	\$	43.92
EFT000000004788	6/22/2022 Xpress Digital	VRC- MEMBER CARDS/PASSES	\$	277.13
EFT000000004789	6/22/2022 Jennette Zimmer	MILEAGE- J.ZIMMER - APR22 - HE	\$	320.25
EFT000000004789	6/22/2022 Jennette Zimmer	MILEAGE-J. ZIMMER - MAY22 - CH	\$	288.53
EFT000000004789	6/22/2022 Jennette Zimmer	MILEAGE- J. ZIMMER -APR22- CH	\$	137.86
EFT000000004789	6/22/2022 Jennette Zimmer	MILEAGE- J. ZIMMER - MAY22- HE	\$	412.36
Total EFT's for Approval			\$	3,017,578.73

Total Payroll-Pay Period 11 & 12 - Full-time, Part-time and Monthly \$ 194,316.23

TOTAL FOR APPROVAL BY COUNCIL \$ 3,969,615.99

Mayor, Bernie MacLellan

CAO, Brad McRoberts

Huron East Administration

To: Mayor MacLellan and Members of Council
From: Marty Bedard, Fire Chief
Date: June 21, 2022
Subject: Fire Department Dispatch Services RFP Results

Recommendation:

That the Council of the Municipality of Huron East approves the Dispatching Services Proposal from Owen Sound Emergency Communications Centre;

And Further, That the Council of the Municipality of Huron East authorizes the Huron East Fire Department to enter into an agreement with the Owen Sound Emergency Communications Centre to provide Dispatch Services for the Fire Department beginning on October 21, 2022 with a renewal option at the end of 2026.

Background:

Stratford Fire Department provided notice that they will not continue to do our dispatching services as of October 21, 2022 and as per report FD-22-01, Council authorized the Fire Chief to draft and circulate a Request for Proposal (RFP) to seek out a qualified and experienced Dispatch Service for the Huron East Fire Department.

The RFP was issued on May 11, 2022 with a deadline date of June 10, 2022 and three proposals were received from Kitchener Fire Department, Tillsonburg Fire Communications Services and Owen Sound Emergency Communications Centre.

Comments:

Proposals were opened and reviewed with fire representatives from Goderich, Bluewater, Central Huron and myself. Our current radio and dispatch technician was also present.

The three proposals submitted all met our requirements to provide the dispatching services. Owen Sound and Tillsonburg's Annual Dispatch Costs included the NG911 fees and Kitchener did not. Primary connectivity that Owen Sound uses is a Bell private fibre network (no internet) with the cost built in to the proposal and Tillsonburg will be using an internet connection not included in the cost.

The Kitchener start up cost phased in over 2022 and 2023 was \$88,709.44 with other costs of CAD Configuration, CAD Mapping and other Technology cost to be determined. Kitchener only provided us with a Dispatch Cost Formula and an estimated cost of \$31,462.00 using 2021 figures. The five-year dispatch cost using the estimated numbers provided and the start up cost provided is \$246,019.44, which is higher than

the other two shown below. Due to many unknown costs associated with the Kitchener proposal, it will not be considered.

Below is a chart showing proposed start up costs and annual dispatch service fees for Owen Sound and Tillsonburg:

Owen Sound

Year	Start up Cost	Dispatch Cost	Total
2022	\$31,300.00	\$6,100.57	\$37,400.57
2023		\$32,668.60	\$32,668.60
2024		\$33,614.27	\$33,614.27
2025		\$34,645.91	\$34,645.91
2026		\$35,591.58	\$35,591.58
TOTAL	\$31,300.00	\$142,620.93	\$173,920.93

Tillsonburg

Year	Start up Cost	Dispatch Cost	Total
2022	\$108,049.00**	\$4,000.00	\$112,049.00
2023		\$30,000.00	\$30,000.00
2024		\$32,000.00	\$32,000.00
2025		\$33,000.00	\$33,000.00
2026		\$34,000.00	\$34,000.00
TOTAL	\$108,049.00	\$133,000.00	\$241,049.00

** Internet connections at each station extra at expense of HEFD

Based on the five-year total cost as shown above the Owen Sound proposal comes in at the lowest. Owen Sound uses a Bell private fibre network, which is more reliable than an internet connection. Owen Sound already dispatches the North Huron and Howick Fire Departments who we work with as well as the Perth County Fire Departments that Huron East works with. For these reasons, I have recommended Owen Sound Emergency Communications Centre to provide Dispatching Services for the Huron East Fire Department.

Others Consulted:

CAO Brad McRoberts, Huron County Fire Chiefs, and our Radio System provider.

Financial Impacts:

Start up cost and the remainder of the 2022 dispatching expense is within our amount of \$42,000 available in reserves to cover the 2022 total expense proposed by Owen Sound. Annual dispatching fees are budgeted yearly. One other unknown expense at this time will be the fee from Bell Canada to change the polygons.

Signatures:

Marty Bedard, Fire Chief

Brad McRoberts, MPA, P. Eng., CAO

Huron East Administration

To: Mayor MacLellan and Members of Council

From: Marty Bedard, Fire Chief

Date: June 21, 2022

Subject: Fire Department 2021 Annual Report

Recommendation:

That the Council of the Municipality of Huron East accepts the report from the Fire Chief of Huron East regarding the Fire Department 2021 Annual Report for information purposes only.

Background:

The attached Fire Department Annual Report outline the activities of the department during the 2021 year.

Comments:

As with most municipal departments, 2021 was again another challenging year due to the pandemic. Unfortunately, fires do not stop for pandemics and HEFD responded to 121 calls for emergencies. A summary page of our incidents is included in the report.

Others Consulted:

This report will be shared with the Municipality of Morris-Turnberry.

Financial Impacts:

None

Signatures:

Marty Bedard

Marty Bedard, Fire Chief

Brad McRoberts

Brad McRoberts, MPA, P. Eng., CAO



HURON EAST FIRE DEPARTMENT

2021 ANNUAL REPORT

Submitted by:

Marty Bedard
Fire Chief

June 2022



GOALS OF THE DEPARTMENT

The goal of the Huron East Fire Dept is to provide fire protection services through a range of programs designated to protect the lives and property of the residents from the adverse effects of fire, exposure to dangerous conditions created by man or nature, first to the municipality, second to those municipalities requiring assistance through authorized agreements.

Fire Protection includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provisions of fire protection, rescue and emergency services and the delivery of those services.



HURON EAST FIRE DEPARTMENT PERSONNEL

(Number in brackets after name is years served on the fire department)

FIRE CHIEF Marty Bedard (28)

BRUSSELS	GREY	SEAFORTH
District Chief Max McLellan (28)	District Chief Gary Boyer (33)	District Chief Tom Phillips (53)
Dist. Deputy Chief Brian Deitner (29)	Dist. Deputy Chief Don Cochrane (30)	Dist. Deputy Chief Doug Anstett (38)
Captains Doug Sholdice (40) Derek Pilatzke (23) Donald Hastings (24) Mike Noble (13)	Captains Jim Stephenson (50) Bill Pearson (43) Steve Boyer (15) Adam Cochrane (14)	Captains James Wilbee (25) Mark Melady (22)
Firefighters Jason Kellington (18) Mark Pennington (18) Ken Higgins (13) Tyler Deitner (11) Jamie Mitchell (9) Cody Subject (9) Toby Hundt (8) Robert Cronin (8) Heather Dunbar (7) Chris Gibson (7) Eric Dwyer – (6) Melissa Jacklin – (5) Curtis White – (5) Chris Riley – (5) John Groves – (4) Meghan vanEngen (2) Ryan Sholdice (2)	Firefighters Mike Alexander (19) Harold Subject (14) Ian Pearson (11) Mike Boyer (11) Anthony Ward (9) Tyler Deitner Mike Cook (6) Mark Gillis (5) Rodney Kraemer (4) Matt Buchanan (4) Ryan Horst (3) Tylor O'Neil (2) Michael Reibeling (2) Tyson Feltz (2) Tyler Cronin – new Dave McKay – new	Firefighters Paul Hulley (37) Scott Jervis (19) Nick TenHag (18) Don Brown (15) Dean Finnigan (15) Steve Eckert (11) Jason Berard (10) Jeff Holman (8) Matt Shannon (8) Adam Haney (8) Joe VandenHengel (6) Greg McGrath (6) Barry Young (4) Kalen Martene (4) Mitchell McKee (2) Tyler Eckert (2) Kristena Hendrick – new Colton Pickett - new Glenyce Kelly (12) – Radio Operator

In 2021, retiring members of Huron East Fire Department include:

Grey Station:

- James Yates (10 years)
- Paul Albers (8 years)

Seaforth Station:

- Dave Garrick (28 years)
- Ted Sills (9 years)

No changes at the Brussels Station.

The Fire Department welcomed four new members to replace the above, and they are Tyler Cronin and Dave McKay in the Grey Station and Kristena Hendrick and Colton Pickett in the Seaforth Station.

Once again, COVID-19 interrupted the annual awards dinner where we normally present years of service awards to thank our firefighters. These presentations will happen when the regulations allow.

FIRE AGREEMENTS

Huron East has the following Fire Agreements in place with other Municipalities or agencies:

Seaforth Fire Area

- Seaforth Station provides fire suppression coverage in West Perth from Perth Road 183 to Perth Road 181 and Highway 8 to Line 17. West Perth pays 6.6% of the Seaforth Station Annual Budget and \$300.00 for the first hour for trucks and \$200.00 per hour after plus actual firefighter wages per call.
- Seaforth Station provides fire suppression coverage in Central Huron from Division Line to Sanctuary Line and from Highway 8 to just north of Winthrop Road. Central Huron and Huron East have agreed not to exchange any money for fire services as they cover area in Huron East for us, which offsets the portion we cover for them.

Brussels Fire Area

- The area Brussels covers in Morris-Turnberry includes Brussels Line from Blyth Road (Walton) to Amberley Road and from just east of Clegg Line on Morris Road back towards Brussels Line in a pyramid shape. This area is outlined on the boundary coverage map included later in this report.

Agreement with North Huron

- Huron East and North Huron have entered into an agreement to provide Fire Chief Services and Fire Prevention Officer Services on a 50/50 basis.

Other Fire Department Responses

Huron East receives Fire Services from Bluewater (Hensall and Brucefield Fire Stations) and Central Huron (as mentioned above) Our agreement with Bluewater does come with a yearly levy based on property assessments, as well as paying \$400.00 per hour for calls they respond to in Huron East.

Other agreements in place for all 3 of the Huron East Fire Stations include:

- Agreement to participate in Mutual Aid
- Fire Dispatch Agreement with Stratford Fire Department
- Tiered Response Agreement with Huron Paramedic Services

EMERGENCY RESPONSES

Huron East Fire Department Responses

The Huron East Fire Department responded to 121 emergency calls in 2021. This is below last year's total of 125 calls and our 5 year average of 136. Below is a breakdown of the 2021 calls for each station. I have also included incident totals from the past 5 years and showing the 5 year average.

	<u>Brussels</u>	<u>Grey</u>	<u>Seaforth</u>
Medicals	12	4	16
Motor Vehicle Collisions	3	10	11
Fire – Vehicle	1	1	2
Fire – Structure	3	2	5
Auto Alarms incl smoke/co	9	3	12
Outdoor Fires – Grass/Field	1	1	6
- Unauthorized	0	1	1
Public Hazzard – Hydro/Gas Odor etc.	1	2	1
Mutual Aid/Assist other	3	1	5
Other (Prec. Emerg/OPP assist)	0	0	4
 TOTAL CALLS – 2021	 33	 25	 63
TOTAL CALLS – 2020	41	23	61
TOTAL CALLS – 2019	42	23	75
TOTAL CALLS – 2018	53	27	83
TOTAL CALLS – 2017	39	32	59
 FIVE YEAR AVERAGE	 41.6	 26	 68.2

Brussels responded to 8 incident calls in Morris-Turnberry in 2021 compared to 10 in 2020.

Seaforth responded to 8 incident calls in West Perth in 2021 compared to 7 in 2020.

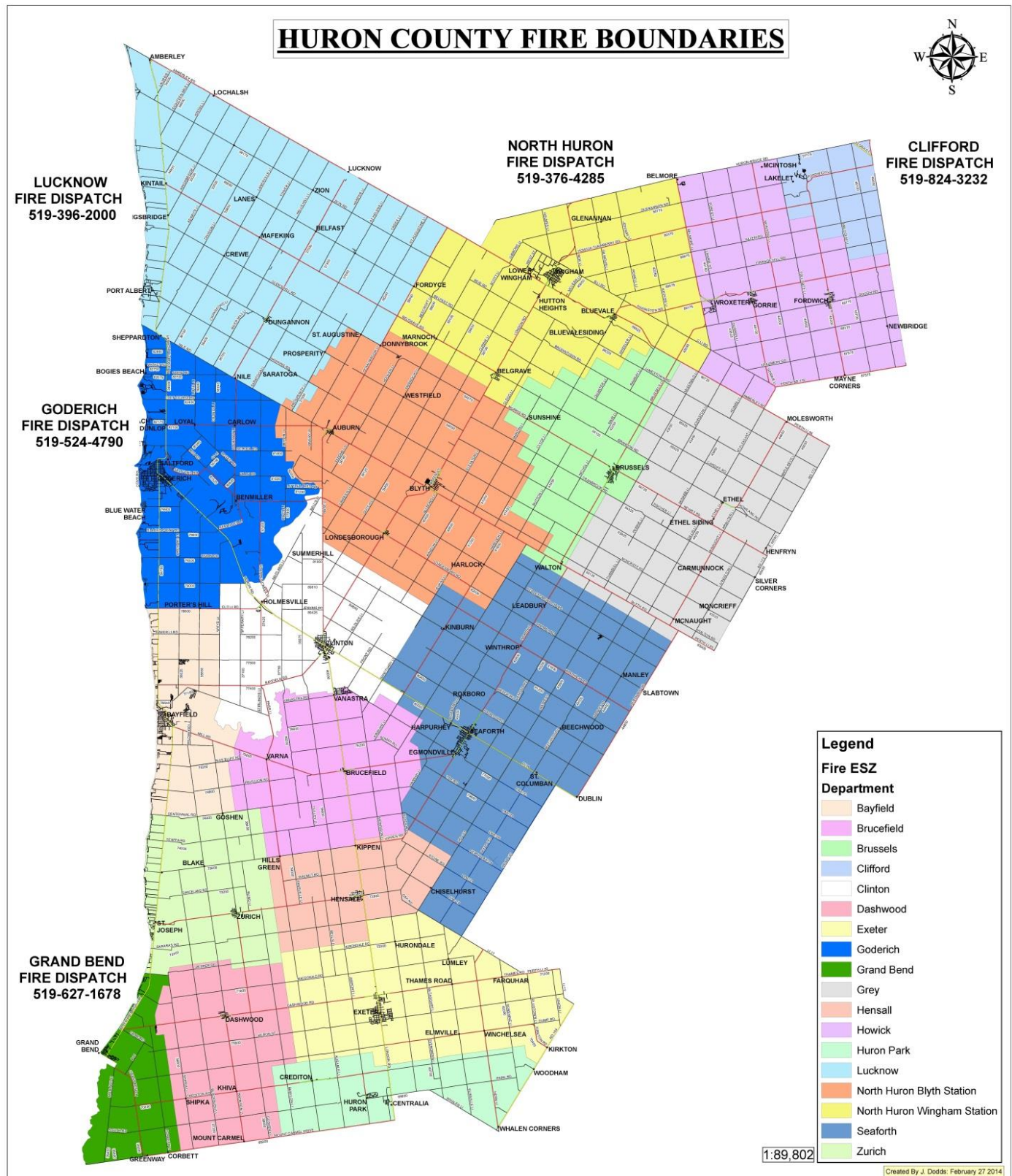
Seaforth responded to 2 incident calls in Central Huron in 2021 compared to 10 in 2020.

CONTROLLED BURNS

Controlled Burns are being reported on a regular basis however, we still have some people that do not call them in which may create an unnecessary call out by the fire department. If a controlled burn response occurs and the property owner does not report the burn we issue a warning letter that includes reporting procedures and burning regulations. If a second response happens, the property owner may receive an invoice as per Open Air Burn By-Laws.

We have noticed a higher volume of online controlled burn applications done through the websites of both Huron East and Morris-Turnberry, which is good. Public Education to use the website continues as this method is much easier to process and hopefully will continue to be used more.

The following map is the fire boundaries in Huron County.



Training and Education is an on-going commitment of the Fire Department. Firefighters may be required to perform many tasks during an incident and their skills must be capable to complete these tasks safely and efficiently.

The Huron East Fire Department continues to complete the Firefighter Level 1 Training Program in-house during monthly practices. Unfortunately, once again due to COVID training had to be scaled back a little in 2021. We have continued our training but just in smaller groups and some online training courses.

In addition to the monthly in-house training, firefighters normally attend a number of skill specific training courses throughout the year. Again, because of the Covid restrictions attendance at these courses was very minimal. All three stations did keep up with their First Aid, CPR and Defib Training and we had 4 firefighters, 3 from Brussels and 1 from Seaforth complete and online Mental Health First Aid program.



FIRE PREVENTION IN NORTH HURON AND HURON EAST AND ASSOCIATED AREAS 2021 RECAP

Fire Prevention in 2021 was significantly impacted, as it was in 2020, by the Covid 19 pandemic, as were most fire departments and municipalities in Ontario. Routine inspections and fire drills of vulnerable occupancies such as long-term care facilities were modified to minimize exposure to occupants and staff. Fire Prevention had to perform virtual inspections or rely on annual service records of the fire protection systems to ensure compliance with the Ontario Fire Code. Fire drills were performed in house by the staff and management at each facility in conformance with the Ontario Fire Code fire drill requirements.

In 2021, 14 Building Department inspections were conducted in conjunction with the Building Departments of each municipality. These inspections were for newly constructed buildings or modifications to existing buildings performed under building permit. Our involvement is to ensure proper fire safety measures have been put in place as required by the Ontario Building Code.

During a late year slowdown in Covid 19 restrictions, all the Vulnerable Occupancies, such as long-term care and retirement homes were fully inspected and timed fire drills were conducted to test staffing levels and staff training.

Numerous site plan reviews were conducted to provide developers insight into proper fire safety. Items such as hydrant locations and fire route access road are verified as being in conformance with the Codes. The Building Permit process will ensure all fire safety aspects of a building are addressed during construction.

Two fire investigations were conducted in North Huron and Huron East. These investigations are normally done in conjunction with the Ontario Fire Marshal's office or Fire Insurance Company investigators. Investigations are performed to determine the origin and cause of a fire and can be used as good training sessions for firefighter wanting to learn the scientific methodology behind fire cause and origin determination.

Prior to the Covid 19 lockdowns 8 request inspections were performed to address occupant fire safety concerns about specific features or procedures within their building. Most of these inspections were performed for supervisory staff in the building wanting to ensure the staff fire procedures are sufficient.

Fire Prevention gave training sessions to the firefighters at their stations. Training sessions would include discussion about fire protection systems in various buildings and how to recognize what type of system and how to work with it in a fire situation.

The Ontario Fire College had offered numerous online training sessions to Fire Prevention Divisions across the province to further educate Officers and update on constantly changing rules and regulations within the Province. I participated in numerous virtual training sessions such as the revised Inspection Order rules and methods of issuing Orders.

Twelve Fire Safety Plans were reviewed in 2021. Fire safety Plans are official documents requiring approval from Fire. Fire Safety Plans are the instructional rules of staff procedures within a building during an emergency situation. These Plans are enforceable under the Ontario fire Code for lack of implementation.

The creation of the new North Huron website involved numerous training sessions and research to create the proper input for the Fire Department section of the site. Attention to detail to ensure accuracy and understandability by the reader was essential.

Throughout the year numerous requests from outside sources (such as lawyers request for building conformance status) are received. These requests are generally file search requests or building inspections for real estate transactions to protect the purchaser from unknown issues with the building.

For 2022, Fire Prevention will continue to maintain fire safety standards within North Huron, Morris-Turnberry and Huron East with any method available during this pandemic situation. We take all necessary precautions as dictated by the Health Departments and the Province.

Submitted by,
Michael Roess, Fire Prevention Officer

EQUIPMENT PURCHASES & MAINTENANCE

Annual equipment testing and maintenance continues at all 3 Huron East Fire Department Stations. Equipment that requires regular testing includes:

- Self Contained Breathing Apparatus (SCBA) – annual flow testing
- Air Sample from SCBA Fill Stations (twice per year)
- SCBA Bottles – visual inspection as well as 5 year hydrostatic testing
- Trucks – Routine Maintenance and Annual Safety
- Ladder Testing – done every other year
- Pump Testing – done every other year
- Hose Testing
- Thermal Imaging Cameras
- Gas Monitors
- Extrication Tools
- Bunker Gear Cleaning and Repairs
- Radios and Pagers

EQUIPMENT PURCHASES:

Regular equipment replacement happens at each station for everyday items like radios, pagers, hose, bunker gear, boots, helmets, gloves and other PPE. Large item equipment purchased in 2021 included:

Brussels Station

- 4 new Bunker Suits (\$10,184) – replaced old or out dated gear
- Battery operated Spreader Tool (\$18,312) – used donated money to help pay for this tool
- Multi Gas Detector with Calibration Unit (\$4,238.48)

Grey Station

- Nozzles and adapters (\$2,493)
- 1 SCBA, Bottle and a new mask (\$10,653)
- 2 Bunker Suits (\$4,693)
- Portable Radios (\$4,088)

- New Radio's (\$5,190)
- 4 new Bottles (\$4,962)
- 2 Bunker Suits (\$5,171)
- Gear Racks (\$14,169)

APPARATUS

BRUSSELS STATION:

2018 Freightliner **Tanker/Pumper**

2009 GMC **Rescue**

2006 Freightliner **Pumper**



GREY STATION:

2013 International **Tanker**

2004 International **Pumper**

1986 International **Tanker**

SEAFORTH STATION:

2015 Freightliner **Rescue**

2009 Freightliner **Tanker**

2008 Spartan **Pumper**

1995 Spartan **Aerial Platform**

1995 International **Pumper**

1987 Ford **Tanker**



SUMMARY

The Huron East Firefighters are a dedicated group of volunteers who provide excellent fire coverage to the Municipality of Huron East, as well as the others we serve, Morris-Turnberry, Central Huron and West Perth. Every year the commitment level seems to increase with the ever-demanding changes that occur in the fire services especially in the area of training. We are fortunate to have a great group of firefighters.

As with all other municipal departments, the Fire Department has had another challenging year due to the ongoing pandemic. We have reduce numbers training together, postponed some joint training sessions and adjusted call procedures. The year brought constant change and at times it was difficult to keep up and communicate this to our 68 firefighters. I would like to pass on sincere thanks to the firefighters for their patience and continuing with operations during these trying times.

The process of ordering a new fire apparatus is a lengthy one and with assistance from District Chief Boyer, the Grey Station Officers and Pumper Operators, we worked through the approved proposal from Fort Garry Fire Trucks for the new truck for the Grey Station. The order was placed in the fall of 2021 with a delivery date of December 2022.

On behalf of the Huron East Firefighters, I would once again like to express my sincere appreciation to all Council members and the Community for your on-going support. The Department continues to work hard towards maintaining the requirements of the Fire Prevention and Protection Act, continuing to promote Public Education and Fire Prevention and of course continuing with Fire Suppression and Emergency Response.

Please do not hesitate to contact me if you would like more information about the Fire Department.

Respectfully submitted,



Marty Bedard
Fire Chief
Municipality of Huron East

Municipality of Huron East

Building Maintenance Report

January – March, 2022

January 2022

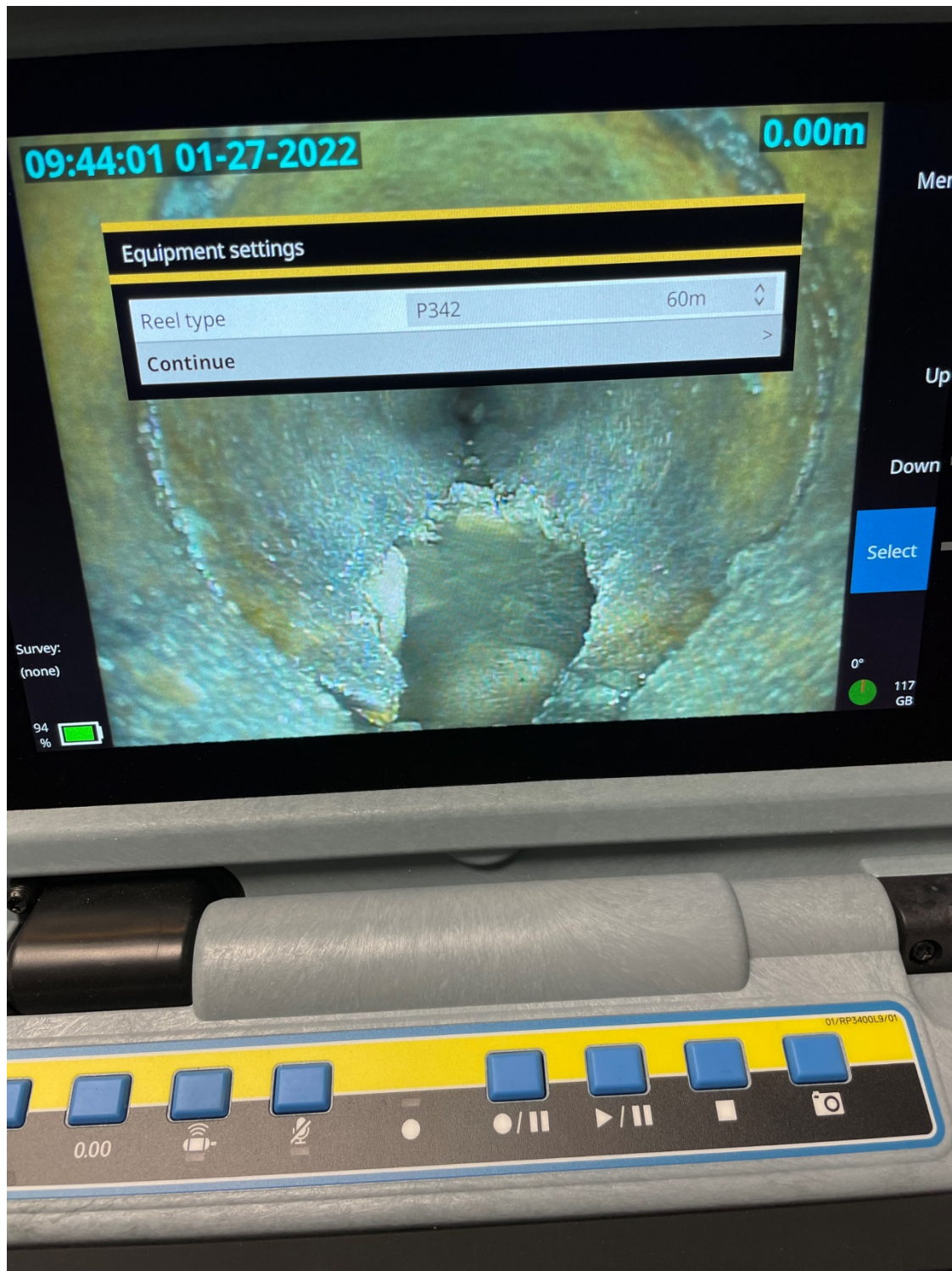
Property Location	Job Description
VRC	run a new condensate drains for the hrv's
	take out the pool ladders & take the anchors out of the pool deck, remove the water slide, diving board & starting blocks in preparation for the pool deck reconditioning
	work with Doug scoping the sanitary drain
	pick up drill & coring bit, start new pool ladder anchor holes
Town Hall	repair the speaker wire to the outside speaker, replace cabinet lock
Brussels Med\Dent	replace fluorescent lights
Brussels STP solar	reset the solar trackers
Brussels Library	replace the thermostats batteries

VRC

pool deck repairs & refinishing



what Doug and I discovered when scoping the sanitary drain



February 2022

Property Location	Job Description
VRC	finish installing the pool ladder anchors, put the pool equipment back on the deck
	start meeting room reno, drywall the ceiling and one wall, rebuild the existing wall cabinet, prime, paint & trim
Town Hall	assemble new office chairs, install white boards, remove a keyboard tray & repair another
35 Oak St.	meet with Crosskill Overhead Doors re: replacing the 4 overhead doors and installing automatic door openers
old Tuckersmith office	remove the mail box

VRC

pool deck refinished and putting everything back in place



Meeting room renovation



reconditioning built-in wall cabinet







March 2022

Property Location	Job Description
VRC	finish the new meeting room
	meet with Discount Drain re: sanitary drain repair
Municipal EV chargers	meet with the contractors for the Brussels and Town Hall EV charging station locations
Grey PWB	start rear addition part 2, frame walls, plywood, insulation & strapping make an opening in the interior for access to the addition, start the metal trims and walls
HCFHT	change out a door & hardware for Dr. Kluze recover a scalpel handle from a sink drain locate roof leak, caulk roof flashing
Seaforth Library	drill hole in a desk for a printer cable, replace smoke detector batteries
	de-lime the water bottle filling station

VRC

finished meeting room





Grey PWB

finishing the rear addition



Huron East Administration

To: Mayor MacLellan and Members of Council

From: Brad McRoberts, CAO

Date: June 21, 2022

Subject: Waste Management RFP – Seaforth, Tuckersmith & Brussels Areas

Recommendation:

That the Council of the Municipality of Huron East accept the proposal from Bluewater Recycling Association for waste collection & disposal and recycling collection for the Seaforth areas, Rural Tuckersmith, and Brussels based upon a bi-weekly waste and recycling (Option 3).

Background:

The Municipality of Huron East currently contracts out its curbside collection waste management services. There are two service providers, Waste Management Inc. and Bluewater Recycling Association. They each provide different levels of service depending on the area throughout Huron East. The following provides a summary of the services and which contractor provides the services:

Collection Area	Waste	Recycling
Brussels Area	WMI – Wednesday weekly	WMI – Wednesday Bi-weekly
Tuckersmith Rural	WMI – Friday Bi-weekly	WMI – Friday Bi-weekly
Grey Area	BRA – Friday Bi-weekly	BRA – Friday Bi-weekly
McKillop Area	BRA – Friday Bi-weekly	BRA – Friday Bi-weekly
Seaforth Area ¹	WMI – Friday Weekly	WMI – Friday Bi-weekly

¹ Includes Vanastra, Harpurhey, Egmondville and The Bridges

The Grey and McKillop area service contract is with Bluewater Recycling Association (BRA) under contract until 2025. The remaining areas, except Seaforth recycling, are under contract with Waste Management Inc. (WMI) and the contract expires June 30, 2022. WMI has agreed to extend the current contract until August 31, 2022 to permit the request for proposal process and any potential transition process.

The Grey and McKillop areas are serviced using automated collection and wheel-mounted bins for both waste and recycling. Seaforth recycling collection is completed by BRA using automated collection and wheel-mounted bins. The remaining service is provided through manual collection (i.e. bags with purchased tags and blue boxes).

Urban areas including Brussels, Seaforth, Harpurhey, Vanastra and The Bridges receive weekly waste collection service. All areas receive bi-weekly recycling collection.

A Request for Proposal was issued for service in the Seaforth areas, Brussels area, and the Tuckersmith Rural areas. As part of the Request for Proposal process, the vendors were asked to provide pricing for three scenarios:

1. Status Quo – meaning manual collection and existing scheduled frequency;
2. Automated Collection Service Weekly – meaning automated collection using wheel-mounted bins on the existing scheduled frequency; and
3. Automated Collection Service Bi-Weekly – meaning automated collection using wheel-mounted bins on a bi-weekly waste collection frequency for Seaforth and Brussels areas;

In order to assess the interest in considering a bi-weekly waste collection service for Brussels and Seaforth areas, a community survey was issued on the Huron East engagement platform H.E.A.R. The following is a summary of the survey results:

- 165 responses to the survey were submitted with 75% of the responses from the urban areas of Seaforth, Vanastra, The Bridges, and Brussels;
- When urban areas were asked if they would be willing to consider bi-weekly garbage collection if it meant being provided wheel-mounted bins, 45% were willing to accepted bi-weekly waste collection, 34% wanted to keep weekly garbage collection, and 20% wanted to remain with existing manual collection methods;
- In rural Tuckersmith, 71% of respondent wanted wheel-mounted bins;
- In Grey and McKillop 76% are satisfied with their service – note majority of the not satisfied commented about the size of their waste bin (59% of respondents);

Based upon the survey findings a significant majority do want to be able use the wheel-mounted bins and a majority of those are willing to consider bi-weekly waste collection if the cost of implementing the wheel-mounted bins with weekly waste collection exceeds the current budget.

Considering current waste collection on the non-recycling weeks, less than half of the residents appear to place waste at the curb. Our cost for collection on these days is based upon all households and not the number of actual stops on the non-recycling week collection. While residents may not wish to collect waste and let it sit over a two-week period, especially in urban areas due to the smell, it appears that the wheel-mounted bins would alleviate that concern to some extent.

All of the rural areas of Huron East currently receive bi-weekly waste collection. Based upon the survey, residents of Grey and McKillop areas indicate that the majority of residents are satisfied with their level of service. A portion of those that were not satisfied appear to be satisfied with the frequency but dissatisfied with their size of wheel-mounted waste bin. Messaging can be promoted to inform those residents that they can obtain larger size bins through BRA.

The following is a summary of the submissions to the Request for Proposals.

Proponent	Option 1³	Option 2³	Option 3³	2022 Budget
WMI ¹	\$709,575	\$600,768	\$513,534	\$509,959
BRA ²	NA	\$650,029	\$423,123	

Notes:

¹ WMI will apply an annual increase of 5% to all fees but also, upon written request to adjust rate on an interim basis due to increased cost due to fuel pricing.

² BRA will apply the September to September Ontario consumer price index (CPI) annually.

³ Totals calculated using 2021 volumes.

Based upon the above summary and in order for the Municipality to stay within 2022 budget allocations for waste management in the service areas of Seaforth, Tuckersmith, and Brussels, it is recommended that Option 3, wheel-mounted bins with bi-weekly garbage and recycling collection be considered. Furthermore, based upon the pricing provided for Option 3 the best vendor pricing under this option is Bluewater Recycling Association.

Under Option 2 and 3, the current bag tag revenue system will be abandoned and replaced by a per bin residential rate to apply the cost of waste collection similar to what was implemented for Grey & McKillop.

Others Consulted: Public Works Manager and community through Huron East engagement platform H.E.A.R.

Financial Impacts: There is a potential budgetary savings of \$86,800 per year if Option 3 is selected. If another option is selected, there will be a budgetary increase of \$90,800 to \$199,600 per year. It should be noted that waste management expenses are funded by bag tag revenue and special area rate levies.

Unifying the type and frequency of service will permit the ability to unify the applications of collection levies across Huron East permitting easier financial management.

Signatures:

Brad McRoberts (Original Signed)

Brad McRoberts, MPA, P. Eng., CAO



Attn. Elected officials of Huron East,

We are hosting Seaforth Ribfest at the Seaforth Community Center this upcoming August 19th-21st and are hoping for a noise bylaw exemption to bring this great event to the community. This free event will be running Friday August 19th from 4pm-9pm, Saturday August 20th from 11am-9pm, and Sunday August 21st from 11am-6pm. There will be local live music throughout, with larger ticketed concerts Saturday evening from 6pm-9pm, and Sunday afternoon from 2pm-3pm.

We are hoping to get this exemption as the event will bring tourism to town and will hopefully become a large annual draw for Seaforth. We are also working with the BIA to get downtown businesses involved, so that this is a profitable event for the entire community.

We are happy to work with the council to ensure this event provides as little disruption to local residents as possible.

Thank you for your consideration,

Emma Macneil
Events Manager
The HUB Family

June 8, 2022

County of Huron Highways Department
Ambulance Operations
Court House Square
GODERICH ON
N7A 1M2

Dear Sir:

**Re: Municipality of Huron East –
Temporary Closure of County Road 12 & Gouinlock Street**

I am writing to request approval for the temporary closing of Main Street South in Seaforth, between Goderich Street (Highway #8) and George Street East, on **Friday, July 22, 2022 from 3:00 p.m. until 10:00 p.m.** for the Seaforth B.I.A.'s annual "Main Street Summerfest".

Gouinlock Street (through Victoria Park) will also be closed for the annual event to accommodate a car show. Enclosed herewith is a map outlining the area we wished to be closed.

The Municipality of Huron East will ensure that all barricades and appropriate road closure procedures are followed. All emergency services (Fire, Ambulance, Police) will be advised of the detour routes.

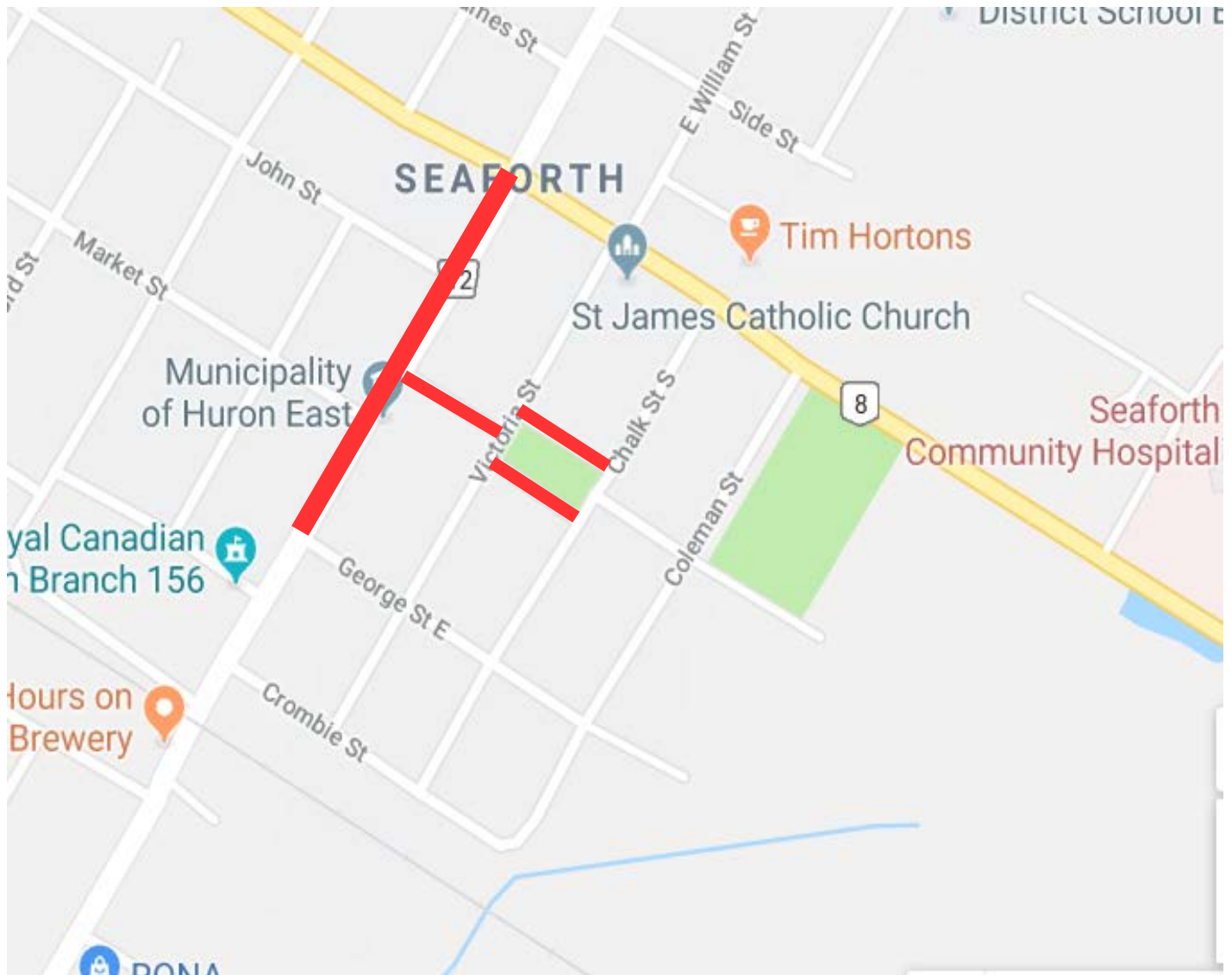
If further information is required, please contact me at 519-525-9154. I look forward to your response.

Yours Truly,

Brenda Campbell, BIA Director
Summer Festival Coordinator

BD/ma
Encl.

Cc: Huron East Council
Marty Bedard, HE Fire Chief/CEMC
O.P.P. 519-524-4434 fax
Huron East Public Works



Seaforth Summerfest - July 22nd, 2022 3 pm- 10 pm

Seaforth Main Street - #12
Gouinlock Street

Red
Red

RECEIVED

JUN 06 2022

MUNICIPALITY OF HURON EAST



MAYOR BERNIE MACLELLAN
PO BOX 610 72 MAIN ST. SOUTH
SEAFORTH ON N0K 1W0

Ottawa, June 2022

Dear MAYOR BERNIE MACLELLAN and Council,

The economic contributions from rural communities are integral to Canada's success. Rural areas are home to many key industries such as manufacturing, forestry, agriculture, and energy.

Yet, municipalities under 20,000 residents receive less support from the federal government in comparison to their much larger counterparts. Red tape duplications and certain application requirements disproportionately burden small rural communities with very few staff.

This is unfair, unjust, and needs to be addressed urgently. As such, Conservative Shadow Minister for Rural Economic Development and Rural Broadband Strategy, M.P. Shannon Stubbs, Deputy Shadow Ministers M.P. Damien Kurek and M.P. Jacques Gourde, are seeking to convene a townhall with you to address federal funding for rural communities.

Rural Canadians must band together for fairer and more robust funding for communities all over rural Canada.

It is integral to our economy that the federal government works for everyone no matter where they live. The voices of rural Canadians need to be heard. We kindly ask you to express the three most important issues impacting your economic development as a rural community. We will use this feedback to ensure our work for rural Canada is as productive as possible and will determine the agenda for our proposed townhall. This is an opportunity to network, share your priorities, and solutions to the challenges we face.

We value hearing from you and should you wish to attend our forum, please email M.P. Stubbs at shannon.stubbs@parl.gc.ca, M.P. Kurek at damien.kurek@parl.gc.ca, or M.P. Gourde at jacques.gourde@parl.gc.ca.

Thank you for your time.

Shannon Stubbs, M.P.
Shadow Minister for Rural Economic Development
and Rural Broadband Strategy
Lakeland

Damien C. Kurek, M.P.
Deputy Shadow Minister for Rural Economic
Development and Rural Broadband Strategy
Battle River—Crowfoot

Jacques Gourde, M.P.
Deputy Shadow Minister for Rural Economic
Development and Rural Broadband Strategy
Lévis—Lotbinière



Planning & Development

www.HuronCounty.ca

planning@huroncounty.ca

Phone: 519.524.8394 x 3 | Toll Free: 1.888.524.8394 x3

Plan of Subdivision 40T22001- Trailblazer

To: The Municipality of Huron East

From: Jenn Burns, Planner

Owner: Trailblazer Homes Ltd.

Applicant: Baker Planning Group (c/o Caroline Baker)

Property Description: Known as 144 Market Street, and Legally Described as: All of Lots 2 to 23 and All of Lane (Abutting Lots 10 and 17) and Part of Buller Street and Part of Lot Playground, Registered Plan No. 406, and Part of Lots 4 and 5, Registered Plan No. 405 (Formerly the Town of Seaforth).

Date: June 16, 2022

Recommendation

It is recommended that Council of the Municipality of Huron East **support** Plan of Subdivision File 40T22001 with the attached conditions, and forward to the County of Huron for Draft Plan approval.

Purpose and Effect

The purpose of the application is to subdivide the subject lands into nine (9) single detached lots, eight (8) semi-detached lots, five (5) Multiple attached blocks which are proposed to include sixteen (16) multiple attached dwelling units, for a total of 33 residential dwelling units. The subject lands have a total area of approximately 2.56 hectares (6.33 acres). The proposed development will front on Market Street and would include lots and blocks fronting on Market Street, Roberts Street, and two new streets within the Plan. The County of Huron considered this application to be complete on February 15, 2022.

Process

An Ontario Municipal Board Hearing (PL090081) was held in response to an appeal of a Zoning By-law Amendment application affecting the subject lands in 2007. The Board Chair outlined in their decision that the proposed density on the property is appropriate, the proposed road network is common form of a subdivision street design, and that there are no servicing or infrastructure concerns. The Board Chair dismissed the appeal and the current zoning on the property is reflective of this decision.

The Applicant submitted a Planning Justification Report, Draft Plan of Subdivision and Park Concept Plan to support their application.

Plans of Subdivision are reviewed in accordance with the requirements of the Planning Act, RSO 1990. A public meeting was held on March 15th, 2022. Several members of the public made comment prior to and at the meeting. Since the public meeting was held, staff worked with the Municipal Engineer and applicant to investigate the issues raised.

Air photos and sketches

Figure 1 - Location of the subject property (outlined in blue)



Figure 2 – Draft Plan of Subdivision

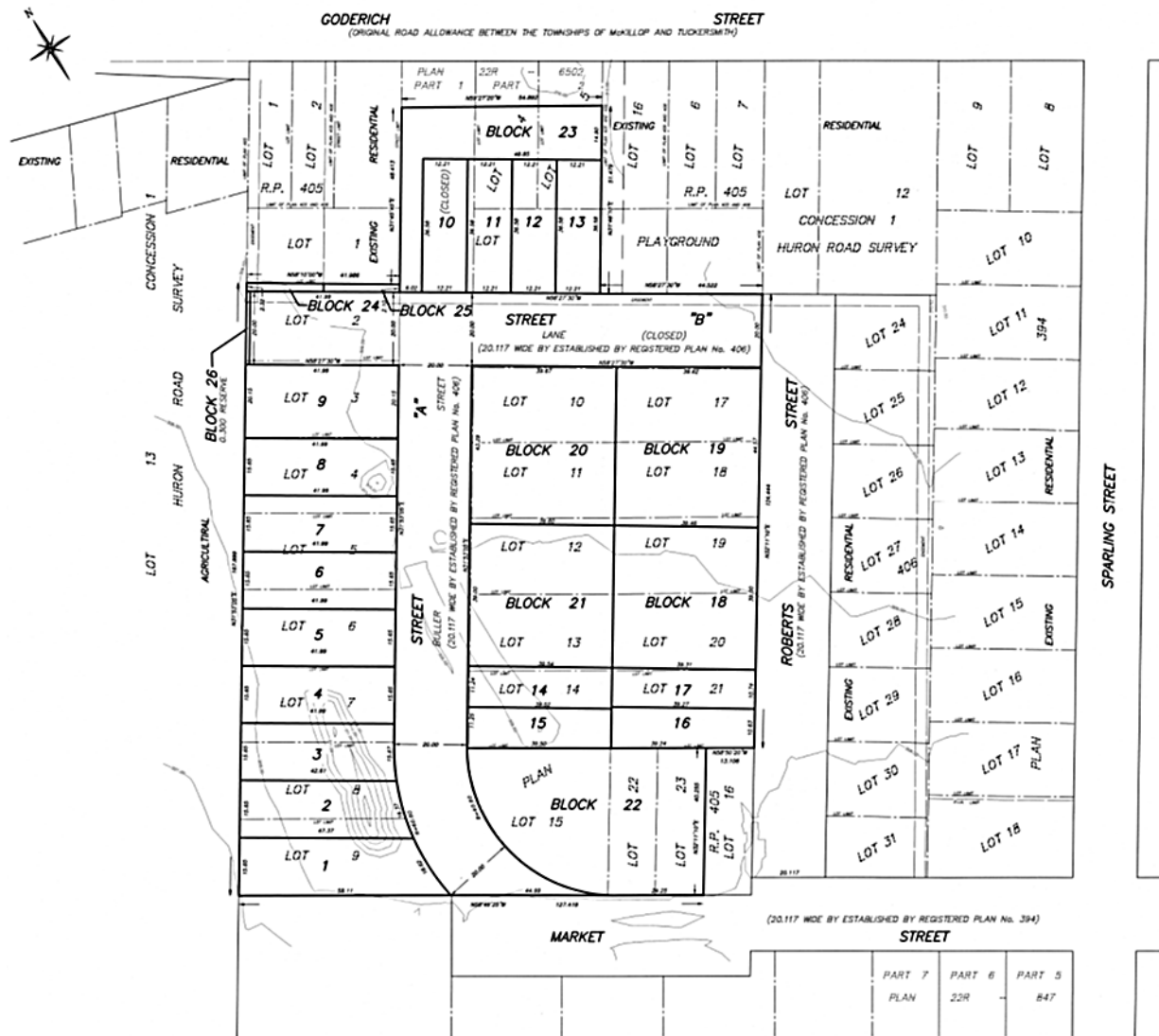


Figure 3 – Excerpt from Huron East Zoning By-law Key Map 64, showing the current zoning on the subject lands

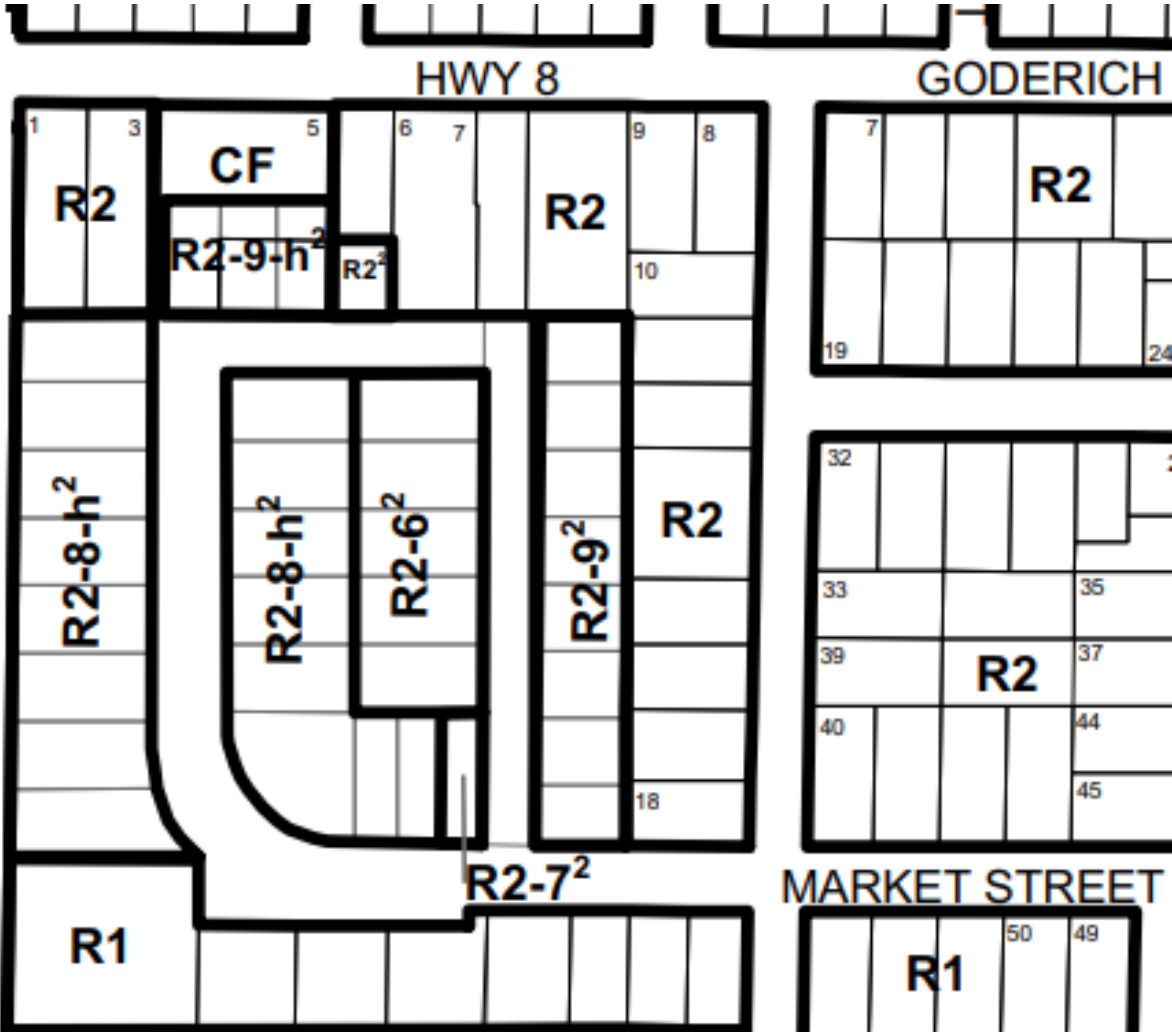
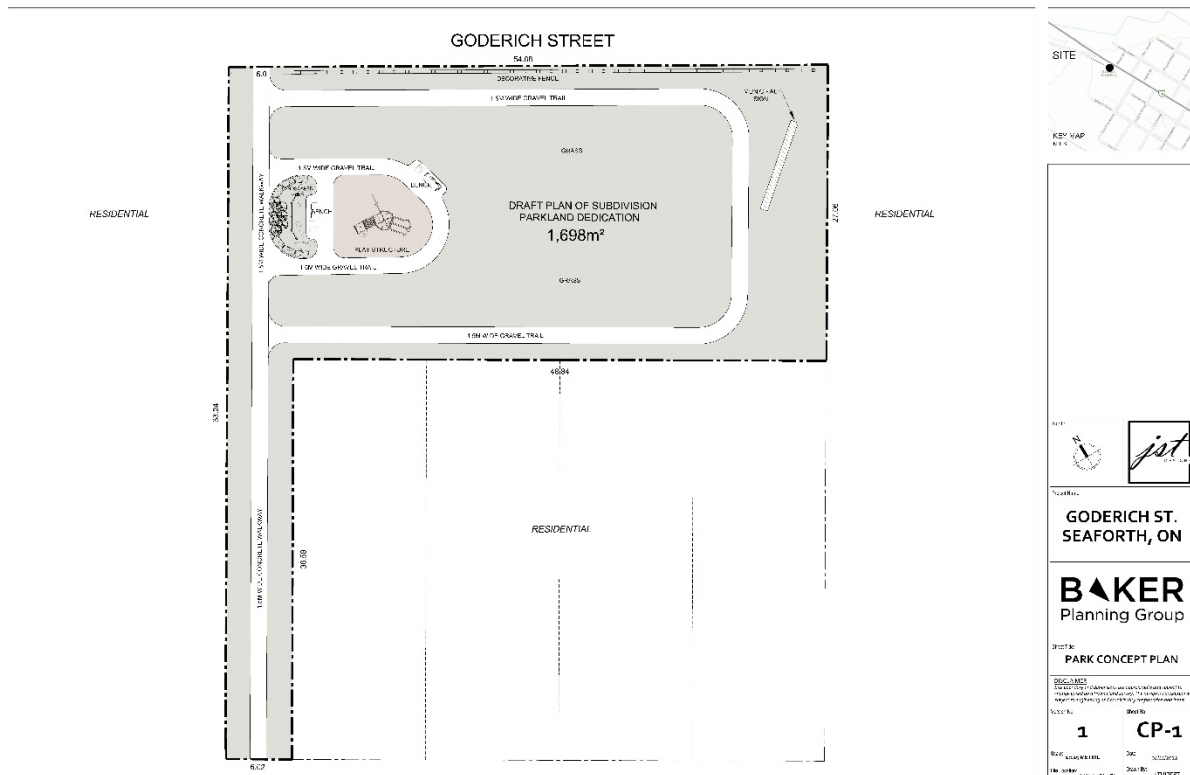


Figure 4 - the proposed amount of land dedication through the DPS will provide for a park of a suitable shape and size to accommodate features that are typical of a neighbourhood scale park (path, open space, seating and playground).



Planning Policy Review

Planning Act

The Planning Act (the Act) is provincial legislation that sets out the ground rules for land use planning in Ontario. It describes how land uses may be controlled, and who may control them. Section 2 of the Act states that Municipal Council *in carrying out their responsibilities under this Act, shall have regard to, among other matters, matters of provincial interest*. The following list of italicized matters are some of the most relevant to the subject application:

- (e) *the supply, efficient use and conservation of energy and water; (...)*
- (f) *the adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems; (...)*
- (h) *the orderly development of safe and healthy communities;*
- (j) *the adequate provision of a full range of housing, including affordable housing;*
- (n) *the resolution of planning conflicts involving public and private interests;*
- (p) *the appropriate location of growth and development;*

(r) the promotion of built form that, (i) is well-designed, (ii) encourages a sense of place, and (iii) provides for public spaces that are of high quality, safe, accessible, attractive and vibrant;

This application facilitates residential development in the Settlement Area of Seaforth. The lands are designated and zoned for residential development and are an appropriate location for growth and development. The recommended conditions included within this report require the adequate provision and efficient use of servicing for the development. This application has regard to the Planning Act.

Provincial Policy Statement (2020) and Huron County Official Plan

The Provincial Policy Statement 2020 (PPS), Huron County Official Plan and Huron East Official Plan direct development and growth to identified Settlement Areas. Planning applications are evaluated for conformity with the Huron County Official Plan policies, in combination with the local municipality's Official Plan. The Provincial Policy Statement and Huron County Official Plan (s. 7.3.2) encourage mixed use development, with an increase in overall density and adaptable forms of housing. The County Official Plan encourages large scale residential development to be located where social, health and other services are available (s. 7.3.2). It encourages growth and development to occur on full municipal services in primary settlement areas (s. 7.3.4). This application allows for development within a Primary Settlement Area (Seaforth) on lands that are designated and zoned for residential development. The proposed development is consistent with the PPS and conforms to the County Official Plan.

Huron East Official Plan

The Huron East Official Plan provides more specific direction with respect to development in Seaforth. It is envisioned that Seaforth will be a main centre of growth within Huron East with the full complement of municipal services, regional services and land required to accommodate projected population and employment growth. Seaforth is a 'P1' settlement area which means it is expected to experience the greatest amount of growth in the County, being allocated 75% along with other P1 settlement areas such as Goderich, Exeter, Clinton and Wingham.

Section 6.5.3.1.3. of the Huron East Official Plan requires that new residential development:

- Occur at a density which effectively uses land, resources, infrastructure and community facilities;
- Be designed and phased to maintain a continuous urban form, interconnected road and servicing network, and be staged to the availability and capacity of municipal services;
- Include street design which forms an integrated network which are built on existing networks, promote walking through the provision of sidewalks and open space to link homes with shops, schools, parks and other important destinations;
- Shall provide a mix of dwelling types and include a range of affordability;
- Shall be designed to blend with the form, scale and character of existing development; and
- Be compatible with existing and proposed surrounding uses.

The zoning on the subject property permits a range of housing densities, from single family dwellings to multiple attached units, within an existing residential neighbourhood. Multiple attached units are generally more affordable than single detached dwellings. The proposed road network will connect to the existing road infrastructure (Market Street) and the developer is providing a road stub for future road network expansion to the lands to the west. Servicing capacity is allocated to this development and there are no outstanding concerns from a staff or engineering perspective. As such, this application conforms to the Huron East Official Plan.

General Information

The subject application is Plan of Subdivision File 40T22001. There are no Official Plan or Zoning By-law Amendments proposed or anticipated at this time.

Access

Access to the Plan of Subdivision will be achieved via Market Street. There are two internal streets proposed, and Roberts Street is also proposed to be opened. Block 26 is being provided for a future road extension to the lands to the west when they are developed.

Servicing

This development will be connected to municipal water, sanitary sewer and storm sewers. There is also an internal stormwater management plan, including a dry pond proposed in the subdivision (Block 22).

Parkland

Block 23 is proposed as a parkland dedication to the Municipality of Huron East. Cash-in-lieu of parkland is being provided for the remaining parkland dedication requirement. A Record of Site Condition to confirm no contamination from the former gas station is included as a condition of draft approval.

Designation & Zoning

The Site is designated Residential in the Huron East Official Plan and is zoned Residential Medium Density- Special Provisions (R2-6), Residential Medium Density- Special Provisions - Holding (R2-8(h)), Residential Medium Density- Special Provisions - Holding (R2-9(h2)) and Community Facility (CF) on Key Map 64 of the Huron East Zoning By-law. All of the proposed uses are permitted by the current zoning.

Staff, Public and Agency Comments

The following concerns were identified neighbours prior to and at the public meeting held by Huron East Council on Tuesday March 15th, 2022. Concerns received are under each issue-specific heading:

Traffic

Neighbours are concerned that there is only one access point to the subdivision and no access to Highway 8. Concerns have been raised regarding increased traffic volumes on Sparling, John and Market Streets;

The applicant provided the following response: *With respect to access to Goderich Street West – MTO confirmed that their online mapping is incorrect and while it shows the corridor extending past the subject property, it is an error. It is further noted that a Traffic Impact Study (TIS) was prepared in support of the original rezoning and Draft Plan of Subdivision that was before the Ontario Municipal Board. The TIS supported the accesses, as proposed, and did not recommend an access to Goderich Street West.* Staff are of the opinion that the proposed road layout is appropriate.

Lack of parkland on the west side of Seaforth

Neighbourhood used to use the school property when it was there for recreation/playground but now there is no longer any parkland on the west side of Seaforth;

The applicant provided a concept drawing of the proposed parkland dedication (see Figure 4 above) to demonstrate that the parkland provided is of “*suitable shape and size to accommodate features that are typical of a neighbourhood scale park (path, open space, seating and playground).* The remaining parkland would be paid through cash-in-lieu and would assist in adding these amenities to the park.”

Former Gas Station on lands abutting Highway 8

Concerns about contaminated lands being included within the proposal without any supporting studies to confirm no issue.

Staff requested that a Record of Site Condition be completed on the former gas station lands prior to these lands being conveyed to the Municipality. The Record of Site Condition requirement is included in the recommended conditions. The developer does not object to this requirement and engaged their Engineer to commence the Record of Site Condition process.

Stormwater

Concerns with stormwater/drainage issues on neighbouring properties

A comprehensive stormwater management plan including lot grading and drainage and erosion and sediment control is required prior to grading and construction on the site. Staff and the Municipal Engineer are satisfied that this will address any stormwater/drainage concerns on the subject lands.

Density

Concerns with density of housing proposed in this application and on Roberts Street.

This application matches the approved zoning on the subject property, no changes have been requested. Staff are satisfied with the proposed density.

Elevation of proposed lots

Concerned that the elevation and lot levels do not exceed height from the natural lay of the land that abuts Lot 13 Concession 1.

A lot grading and drainage plan is required as a condition of draft plan approval. This will address the grading on the subject property.

Privacy Fence

Property owners fronting on to Highway 8 and backing on to the proposed development are requesting a privacy fence along their rear property line.

In discussion with the Developer, they believe that this is something that they can accommodate.

Agency Comments

Agency comments were received by the County of Huron and are outlined below. The response from staff is listed below each comment.

Enbridge Gas acting as Union Gas

Request that as a condition of final approval the owner/developer provide to Union the necessary easements and/or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Union.

Comments have been addressed through recommended conditions to draft plan approval.

Canada Post

Request that as a condition of final approval, a series of requirements relating to the provision of a community mailbox be included to the satisfaction of Canada Post.

Comments have been addressed through recommended conditions to draft plan approval.

Saugeen Objibway Nation

Identified that the site is an area of high archaeological potential and a Phase 1 & Phase 2 archaeology study is required.

Staff reviewed the application against the Provincial Criteria for Evaluating Archaeological Potential. Staff sent a response to the Saugeen Objibway Nation outlining that the subject lands are considered to have been previously disturbed with a gas station, elementary school, separate daycare facility and associated parking areas identified in historic aerial imagery dating back to the 1950s. As such, staff determined that further Archaeological work would not be required.

Historic Saugeen Metis

No concerns with the proposed development.

Aamjiwnaang

Aamjiwnaang deals with an incredible volume of inquiries with respect to the duty to consult. Proponents and agencies typically provide capacity funding to Aamjiwnaang to provide input. As you are aware, you are in the treaty territory of Aamjiwnaang. Please let me know what

capacity funding is available. Aamjiwnaang does not consider a notice as consultation and this email shall not be considered consultation.

Staff and the applicant reached out to Aamjiwnaang several times and were unable to connect with them in advance of this meeting.

Hydro One

No concerns with the proposed development.

Staff Comments

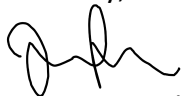
No concerns from staff were received at the time of writing this report.

Summary & Recommendation

This application complies with the Planning Act, is consistent with the Provincial Policy Statement, 2020, and conforms to both the Huron County Official Plan and the Huron East Official Plan.

As such, it is recommended that Council of the Municipality of Huron East **support** Plan of Subdivision File 40T22001 with the attached conditions, and forward to the County of Huron for Draft Plan approval.

Sincerely,



Jenn Burns, Planner

Site Inspection: March 8th, 2022

Conditions of Draft Approval for a Plan of Subdivision

File: 40T22001
Subdivider: Trailblazer Homes Inc.
Local Municipality: Municipality of Huron East
Subject Lands: All of Lots 2 to 23 and All of Lane (Abutting Lots 10 and 17) and Part of Buller Street and Part of Lot Playground, Registered Plan No. 406, and Part of Lots 4 and 5, Registered Plan No. 405 (Formerly the Municipality of Seaforth) in the Municipality of Huron East
Date of Draft Approval: (Month) (Day), 20__

WHEREAS the application for subdivision 40T22001 has been circulated according to the Delegation Orders of the Minister of Municipal Affairs and the County of Huron's Procedures Manual;

AND WHEREAS the application affects an area designated for residential development in the Municipality of Huron East Official Plan;

AND WHEREAS any issues raised during the circulation of the application are addressed by the following conditions to draft approval;

NOW, THEREFORE the Council of the Corporation of the County of Huron hereby issues draft approval to file 40T22001 which pertains to: All of Lots 2 to 23 and All of Lane (Abutting Lots 10 and 17) and Part of Buller Street and Part of Lot Playground, Registered Plan No. 406, and Part of Lots 4 and 5, Registered Plan No. 405 (Formerly the Municipality of Seaforth), in the Municipality of Huron East, and the following conditions will apply.

The County of Huron's conditions, amendments, and administration requirements to final approval for registration of this subdivision (File 40T22001) are as follows (the following conditions must be met prior to final approval):

CONDITIONS

Description

1. That this approval applies to the draft plan prepared by MTE Ontario Land Surveyors Ltd., certified by Trevor McNeil, OLS, dated February 10, 2022. The subdivision consists of nine (9) single detached lots, eight (8) semi-detached lots, four (4) multiple attached blocks which are proposed to include sixteen (16) multiple attached dwelling units, for a total of 33 residential dwelling units. The subject lands have a total area of approximately 2.56 hectares (6.33 acres).

General

2. That this subdivision is named to the satisfaction of the Municipality of Huron East.

Phasing

3. The subdivision may be registered in phases per a phasing plan acceptable to the Municipality of Huron East, and the County of Huron.

Roads

4. That roads and municipal infrastructure be developed to a standard acceptable to the Municipality of Huron East.
5. The road allowances, parks and stormwater management blocks shown on the draft plan will be dedicated to the Municipality of Huron East.
6. The roads shown on the draft plan will be named and numbered for 911 purposes to the satisfaction of the Municipality of Huron East and the County of Huron.
7. Any dead ends and/or open sides of road allowances created by this Plan of Subdivision; or any phase or sub-phase; will be terminated in 0.3 metre reserves to be conveyed to and held in trust by the Municipality of Huron East until required for future road allowances or the development of adjacent land.

Easements, Blocks and Lot Fabric

8. Any easements required for municipal services will be provided by the Developer to the satisfaction of the Municipality of Huron East.
9. That the developer gratuitously provides such easements as may be required for utilities, including telecommunications, gas and hydro or stormwater/drainage purposes to the appropriate authorities, to the satisfaction of the appropriate authorities and the Municipality of Huron East.
10. That the developer gratuitously provides the necessary easements and/or agreements required for the provision of gas services for this project, in a form satisfactory to Enbridge Gas Inc.
11. Block 26 (0.3m wide reserve) will be dedicated to the Municipality of Huron East for future road access.
12. That corner lots 9, 19 and 20 will have rounded corners to provide utility companies boulevards with sufficient room, to the satisfaction of the Municipality.

Subdivision Agreement

13. The Developer will enter into a Subdivision Agreement with the Municipality of Huron East which will list all requirements, including financial and other requirements, and will include but not be limited to the following:
- a. provisions for phases, if any;
 - b. provisions for roads to a standard acceptable to the Municipality of Huron East and for the naming of such roads to the satisfaction of the Municipality of Huron East;
 - c. provisions for the installation of and connection to municipal services (water, sanitary and storm systems);
 - d. provision of storm water management facilities;
 - e. provisions recognizing the allocation of municipal servicing capacity, with an allocation of 33 equivalent residential units of water and sanitary sewer, to the satisfaction of the Municipality of Huron East and County of Huron;
 - f. provision of grading and drainage plans and related installations;
 - g. provision of trees and landscaping on streets and any other public areas;
 - h. provisions for the development, grading and seeding of parkland Block 23 as per the park plan referenced in Condition 19;
 - i. provision for the requirement of a Record of Site Condition to be completed and registered with the Ministry, for the former gas station lands at the north portion of the property, prior to the conveyance of Block 23 to the Municipality of Huron East for Parkland.
 - j. provision of sidewalks;
 - k. provisions to address requirements by other review agencies;
 - l. see Condition 24 regarding Canada Post; and
 - m. other such matters as determined by the Municipality of Huron East.
14. A signed copy of the Subdivision Agreement will be provided to the County of Huron Planning and Development Department prior to final approval.
15. The Subdivision Agreement will be registered against the lands to which it applies, and paid for by the Developer.

Engineering Drawings

16. Prior to final approval of the Plan; or any phase or sub-phase; the Developer will submit for approval subdivision design drawings (including preliminary design sketches for all public works and services within and adjacent to the entire subdivision), prepared and certified by a Professional Engineer to the satisfaction of the Municipality of Huron East.

Servicing

17. The developer agrees in writing to satisfy all requirements, financial and otherwise, of the Municipality of Huron East concerning the provision of roads, installation of services, drainage, and water and sewage capacity.
18. That the developer provides telecommunications utilities (phone, television, internet) services to the site in accordance with the terms of the subdivision agreement with the Municipality.

Parkland and Landscaping

19. Block 23 will be dedicated as parkland to the Municipality of Huron East, after the registration of the Record of Site Condition.
20. The developer will provide a low maintenance landscape plan incorporating any park improvements, shade trees, or other landscaping to the satisfaction of the Municipality of Huron East and County of Huron.
21. Cash in lieu of parkland be conveyed to the Municipality of Huron East as per Section 51.1 of the Planning Act to the satisfaction of the Municipality of Huron East.

Stormwater Management and Grading

22. That before commencing any grading or construction, the developer will have prepared and submit to the Municipality the following reports and plans prepared by a qualified professional engineer and acceptable to the Municipality of Huron East:
 - a) A final Stormwater Management Plan;
 - b) A final overall lot grading and drainage plan;
 - c) A final erosion and sedimentation control plan; and
 - d) Details regarding the maintenance of any stormwater management facilities, including means of access to such facilities.

23. Lands required for the purposes of stormwater management, including Block 22, will be dedicated to the Municipality of Huron East following the complete construction of all facilities outlined in the stormwater management plan including any facilities located on lands currently owned by the Municipality of Huron East.

Canada Post

24. Prior to final approval, the Developer will consult with Canada Post and the Municipality to determine suitable temporary and permanent locations for the Community Mail Boxes and that the locations will be indicated on the appropriate servicing plans.

25. The Subdivision Agreement will contain the following clauses:

- a. *The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.*
- b. *The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.*
- c. *The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.*
- d. *The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.*
- e. *The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:*
 - *Any required walkway across the boulevard, per municipal standards*
 - *Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)*
 - *A Community Mailbox concrete base pad per Canada Post specifications.*

Financial Requirements

26. Arrangements will be made, satisfactory to the Municipality of Huron East for reimbursement of any consulting, legal and/or engineering fees and disbursements incurred by the Municipality in connection with the review or approval of this plan of subdivision.
27. Arrangements will be made, satisfactory to the County of Huron, for reimbursement of any consulting, legal and/or engineering fees and disbursements incurred by the County in connection with the review or approval of this plan of subdivision.
28. Prior to final approval of the Plan, the Developer will pay any outstanding charges to the County of Huron.

Clearances

29. The County is to be advised in writing by appropriate agencies how the foregoing conditions have been satisfied (see Notes to Draft Approval for addresses of agencies).

ADMINISTRATION

The Developer has three (3) years from the date of draft approval of this plan of subdivision to obtain final approval from the County. If final approval is not obtained before three (3) years from the date of draft approval, and in the absence of an extension applied for by the Developer and approved by the County, then the draft approval will be deemed to be void.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron, Planning and Development Department, quoting the County file number.
2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a minimum of two weeks to review an application for final approval of a Plan of Subdivision.
3. A copy of the final M-Plan is required by the County of Huron and the Municipality of Huron East.
4. It is the responsibility of the Developer to provide the approval body with the required information and fees to extend this draft approval. Should this information and fees not be received prior to the lapsing date, the Draft Plan Approval will lapse. There is no authority to revise the approval after the lapsing

date. A new subdivision application under Section 51 of the Planning Act will be required.

5. An updated review of the plan and revisions to the Conditions of Approval may be necessary if an extension is to be granted.
6. A copy of the development agreement be provided to the County of Huron.
7. Clearances are required from the following:

Municipality of Huron East
72 Main Street
Seaforth, ON N0K 1W0
Condition #

County of Huron Planning & Development Department
57 Napier Street, 2nd Floor
Goderich, Ontario, N7A 1W2
Condition #

Enbridge Gas Inc.
50 Keil Dr N,
Chatham ON N7M 5M1
Condition #

Hydro One Networks Inc.
Underground Subdivisions Department
420 Welham Road
Barrie, ON, L4N 8Z2
Conditions #

OR

Festival Hydro
PO Box 397
Stratford, ON, N5A 6T2
Canada Post
955 Highbury Ave
London, ON, N5Y 1A3
Conditions #

Bell Canada (if applicable)
F1-575 Riverbend Drive
Kitchener, ON, N2K 3S3
Conditions #



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

www.huroncounty.ca

To: The Municipality of Huron East
 From: Jenn Burns, Planner & Randi Burke, Student Planner
 Date: June 16, 2022
 Re: **Consent Application File C50-2022**
 Concession 7; 8, Part Lots 1, 2; 1, 2, &3, McKillop Ward, Municipality of Huron East (81579 Perth Rd 180; 81391 Perth Rd 180; 44613 Winthrop Rd; 81565 Perth Rd 180)
 Owner/Applicant: Jacob and Maria Kalverboer

RECOMMENDATION

It is recommended that consent application C50-22 be recommended for **approved** with the attached conditions.

PURPOSE

The purpose of the consent application is to create two new lots under the surplus farm residence severance policies. The application affects property legally described as Concession 7; 8, Part Lots 1,2; 1,2, &3, McKillop Ward, Municipality of Huron East and is municipally known as 8 1579 Perth Rd; 81391 Perth Rd; 44613 Winthrop Rd; 81565, Perth Rd 180.

The proposed severed and retained parcels are:

Severed#1: Approximately 324 acres in size, with two houses and seven barns related to the dairy operation on the property;

Retained #2: Approximately 1.56 acres in size, with one house and three sheds, one shed is proposed to be removed.

Retained #3: Approximately 2.01 acres in size, with one house and one shed.

The proposed retained lands are designated Agriculture in the Huron East Official Plan and zoned AG1 (General Agriculture) in the Huron East Zoning By-Law. The proposed severed land is designated Agriculture, Natural Environment and Extractive Resources in the Huron East Official Plan, and is zoned AG1 (General Agriculture), NE1 (Natural Environment- Full Protection), NE2 (Natural Environment Limited Protection) and ER3-1 (Protective Extractive Resource- Special Zone) in the Huron East Zoning By-Law

REVIEW

This application meets the following criteria:

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

Figure 1. 2020 Air Photo of Subject Property (severed parcel outlined in black, retained parcel #1 outlined in red, retained parcel #2 outlined in blue)



Figure 2. Close up air photo of the Retained land #2 outlined in red, showing the existing house and sheds.



Figure 3. Close up air photo of the Retained land #2 outlined in blue, showing the existing house and shed.



AGENCY/PUBLIC COMMENTS

There were no comments or concerns received from members of the public or staff during circulation and at the time of writing this report. Comments received from the Huron East Building Inspector are included in the recommended condition for septic inspection.

ADDITIONAL COMMENTS

- Section 10.3.1.7 of the Huron East Official Plan permits surplus farm severances subject to a list of criteria. The existing houses on the proposed retained lands are surplus to the needs of the main dairy farm operation. The farmland containing a dairy operation and homestead, operated by the owners and applicants of the subject application, is proving the houses on the retained lands surplus. The proposed consent meets the criteria for severing surplus farmhouses, as outlined in the Huron East Official Plan. Both houses are a minimum of 15 years old and are considered habitable. The proposed lot size of the retained parcels (retained #2= 1.56 acres, and retained #3= 2.01 acres) provides sufficient space from a servicing perspective and ensures that no additional agricultural lands are included within the residential parcels.
- The severed land continues to be suitable for agricultural use/ the dairy operation. There are no concerns from a Minimum Distance Separation (MDS) perspective.
- As such, this application conforms to the consent policies outlined in the Huron East Official Plan.

- The Provincial Policy Statement, 2020 (PPS) permits the severance of a surplus farmhouse. The PPS requires that the construction of a new residence on the severed farmland be prohibited. To meet this criteria, the severed farmlands will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.
- The proposed severance parcel is approximately 324 acres in size and includes a limited amount of natural environment
- As a result of the review above, this application is consistent with the PPS, conforms to the provisions of the Huron County Official Plan, Huron East Official Plan and Huron East Zoning By-law. It is therefore recommended that this application be recommended to Huron County for approval with the conditions outlined below:

Recommended Conditions

Expiry Period

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

Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. The sum of \$1500 be paid to the Municipality as cash-in-lieu of parkland.
4. If required, the subject lands be addressed for 911 purposes to the satisfaction of the Municipality.

Survey/Reference Plan

5. Provide to the satisfaction of the County and the Municipality:
 - a) a survey showing the lot lines for each of the retained parcels, and the location of any buildings thereon, and
 - b) a reference plan based on an approved survey for each retained parcel.

Zoning

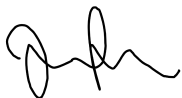
6. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.

Septic

7. Applicant to provide a letter from a licensed contractor advising that the tanks on both of the retained parcels were pumped and are functioning properly, to the satisfaction of the Municipality.

Notes:

The applicant is hereby advised that the retained parcels will automatically be rezoned to recognize the residential land use (eg AG4-34) and the severed farmland will be automatically rezoned to prohibit a new residence (eg. AG2) in the Huron East Zoning By-law.



Jenn Burns, Planner, RPP
& Randi Burke, Planning Student



57 Napier Street. Goderich, Ontario N7A 1M2
www.HuronCounty.ca
planning@huroncounty.ca
Phone: 519.524.8394 x3 | Toll Free: 1.888.524.8394

Planning Act Changes: Bill 109 - More Homes for Everyone Act

To: The Municipality of Huron East

From: Jenn Burns, Planner and Sandra Weber, Director of Planning & Development

Date: June 16, 2022

Recommendation

That Council receives the report as presented for information and that By-law No.045-2022 be passed to delegate authority for Site Plan Review and Control to the Chief Administrative Officer (CAO) as required by the Planning Act.

Background

The Provincial government introduced Bill 109, the More Homes for Everyone Act on March 30, 2022 with the intent to expedite housing development. On April 14, 2022, Bill 109 was passed and received Royal Assent (2 weeks in advance of the closing of the public commenting period). These changes are effective as of April 14, 2022 unless otherwise noted. The Bill includes changes to the Planning Act, summarized below.

Notably, there are changes to Site Plan Control under Section 41. Under new subsection 4.0.1, the approval of site plans or drawings must be delegated to an officer, agent, or employee of the municipality for site plan control applications received on or after July 1, 2022. By July 1, 2022, there will no longer be an opportunity for site plan control applications to be subject to the approval of Council. The timeframe for decisions on site plan control applications has been extended from 30 days to 60 days.

As of January 1, 2023, a partial or full fee refund of site plan control fees to applicants is required by the municipality, should approval of the site plan control application not occur within the specified timeframe.

Similarly, for Zoning By-law Amendment applications under Section 34, the Act has established rules requiring a partial or full fee refund should a decision on the application not be provided in the mandated time frames for applications received on or after January 1, 2023.

The Act also provides that approval authorities may reinstate draft plans of subdivisions under Section 51 that have lapsed approval in the last 5 years under particular circumstances. Further, the Act includes

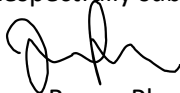
changes to the timeframe for approval of Official Plans and Amendments and referral to the Ontario Land Tribunal by the Minister of Municipal Affairs and Housing.

Comments

In response to the incoming changes to the Planning Act, the County Planning and Development Department has firstly focused on the immediate implementation of changes to the site plan control process, which requires delegation of approval authority to staff by July 1, 2022. The Planner has consulted with local staff to develop the attached by-law as an addendum to the existing Site Plan Control By-law to provide delegated authority. The proposed by-law provides for the delegation of authority to the CAO (in consultation with local staff) for the approval of plans and drawings, the authority to establish conditions, and the authority to require, approve, execute, cause to be registered, and amend Site Plan Agreements. The delegation by-law was also reviewed by Greg Stewart, County Solicitor, to ensure it meets all legislative requirements of the Act.

Approval of applications received prior to July 1, 2022 will continue to be delegated as outlined in the existing Site Plan Control By-law. The existing Site Plan Control By-law only provides for approval authority to Council. It is anticipated that planning and local staff will continue to work with agencies to engage in early pre-submission consultation with applicants to identify key technical considerations of the site plan review.

Respectfully submitted,



Jenn Burns, Planner

Confirmed with: Sandra Weber, Director

Date	Meetings	Raymond Chartrand	Brenda Dalton	Dianne Diehl	Bob Fisher	Bernie MacLellan	Larry McGrath	Alvin McLellan	Justin Morrison	Zoey Onn	Joe Steffler	Gloria Wilbee	Total
May 3	Council - Virtual	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93	1,891.23
May 3	EDSP - Focus Groups				82.95	82.95 14.03			82.95	82.95		82.95 21.96	450.74
May 11	Brussels Trust								82.95	82.95			165.90
May 11	CHIP											82.95	82.95
May 11	SDCC Committee										82.95	82.95	165.90
May 17	Council - Virtual	171.93	171.93	171.93	171.93	171.93		171.93	171.93	171.93	171.93	171.93	1,719.30
May 17	14th Concession Drain Meeting			82.95				82.95					165.90
May 19	Seaforth Area Fire Board				82.95						82.95		165.90
May 24	Special Council Meeting	171.93	171.93 18.30	82.95	171.93	171.93	171.93	171.93	171.93	171.93	171.93	171.93 21.96	1,842.51
May 25	Brussels Area Fire Board								82.95				82.95
May 25	CAO Meeting					25.00 14.03							39.03
May 26	Administration Meeting	82.95			82.95	82.95	82.95	82.95 43.31					458.06
May 30	VRC Committee Meeting	82.95											82.95
May 30	Water & Sewer Committee Meeting	82.95				82.95	82.95			82.95	82.95		414.75
May 31	EDSP - Working Group	82.95	no charge		82.95	82.95 14.03			82.95	82.95		82.95	511.73
	1/2 year Remuneration	3,090.00	3,090.00	3,090.00	4,168.00	5,643.00	3,090.00	3,090.00	3,090.00	3,090.00	3,090.00	3,090.00	37,621.00
Total		3,937.59	3,624.09	3,599.76	5,015.59	6,557.68	3,599.76	3,815.00	3,937.59	3,937.59	3,854.64	3,981.51	45,860.80



Office of the President
1525 Cornwall Road
Oakville ON
L6J 0B2

Jun 13, 2022

Municipal Councils of Ontario

Subject: The Retention of Professional Engineers at Ontario Municipalities

The purpose of this letter is to stress the importance that municipal engineers play in the successful operation of cities, counties, towns, and townships across Ontario.

The Municipal Engineers Association (MEA) is a non-profit association representing the municipal engineering field in Ontario. We have a membership base of over 1,000 municipal engineers across Ontario who are employed as professional engineers at Ontario municipalities and other provincial agencies serving in the engineering/public works field.

We advocate for sustainable municipal infrastructure practices and our members provide significant input into the development of processes, standards, and specifications for use in municipal infrastructure systems such as drinking water delivery, wastewater collection and treatment, storm water management, waste management and transportation systems.

The MEA has been the proponent for the *Municipal Class Environmental Assessment* process since the mid-1980s. We are also a co-proponent of *Ontario Provincial Standards & Specifications* that many Ontario municipalities use when planning for and tendering municipal engineering projects.

There are a number of examples in various current legislation, where the use of a professional engineer is referenced. Key tasks include roles in transportation, natural resources, health and safety, consumer services, environment, tourism, agriculture, climate change, and energy. It is essential that municipalities consider the appointment of professional engineers, especially within the areas of engineering and public works, to afford municipal councils the appropriate due diligence toward public safety. Unfortunately, we are observing a concerning trend where this is no longer the case.

Professional engineers, through education and practical experience requirements, have the knowledge and foresight to not only understand the 'how' of an issue, but also understand the 'why' behind issues as well. Professional engineers are licensed to practice in Ontario through the *Professional Engineers Act* and are bound by statutory accountabilities, which includes a code of ethics. Under this code, professional engineers are required to act at all times with fidelity to public needs; professional engineers regard their duty to public welfare and safety as paramount.

Professional engineers also provide significant value to municipalities through their understanding of risk management, which assists in lowering exposure to claims against a municipality. With insurance premiums rising every year, it is prudent that municipalities appoint a professional engineer to guide these decision-making processes.



Office of the President
1525 Cornwall Road
Oakville ON
L6J 0B2

As of December 31, 2019, there were 57,134 practicing professional engineers licensed and practicing in the Province of Ontario. Of this number, only 136 professional engineers work for municipalities with a population of 50,000 or less. This represents only 0.2% of licensed and practicing Ontario Professional Engineers being employed by Ontario municipalities serving populations of less than 50,000. Many of these smaller municipalities have a Public Works/Engineering Department head and would benefit by appointing a Professional Engineer.

The vast majority of professional engineers working at Ontario municipalities are employed by larger urban centres having a population greater than 50,000.

For smaller municipalities that do not have the financial resources to employ a full-time professional engineer on their staff, the MEA recommends the appointment of a professional engineer through a licensed consulting firm so that your municipality may meet the needs only a professional engineer can provide.

We would also like to take this opportunity to promote membership in the MEA. There are Ontario municipalities that currently do not have representation in the MEA. If you have a professional engineer(s) on staff and they are not MEA members, we encourage your municipality to have them apply. The MEA offers members access to knowledge, learning and the ability to stay up to date with current industry practices. It truly is great value for a very nominal fee.

On behalf of the MEA, we thank you for taking time to review this letter. Should you have any questions, please reach out to the MEA's Executive Director, Dan Cozzi, P. Eng. at dan.cozzi@municipalengineers.on.ca.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "J. Cozzi", is written above a horizontal line.

Jason Cole, P. Eng.,
MEA President 2021 - 2022

Minutes of the Huron East/Seaforth Community Development Trust Meeting



Thursday, May 5, 2022
7:00 pm @ Post Office Boardroom

To use the reserve funds to promote the health, safety, morale, and welfare of the rate payers of the former Town of Seaforth; and to promote Economic Development of the geographic area known as the former Town of Seaforth.

Trust members present: Christie Little, Joe Steffler, Bob Fisher, Ray Chartrand, Cathy Elliott

Other present: Chance Coombs

1. The meeting was called to order by Chair Christie Little @ 7:02 p.m.

2. Deputation/Requests/Presentations/Correspondence – None

3. Additions to Agenda & Approval of Agenda

- Rent increases

Moved by Bob, seconded by Ray for approval of agenda. Carried.

4. Disclosure of Trustees' Pecuniary Interest

- Cathy Elliott

5. Accounts Payable – Financial Reports

- Current bank balance is \$196,371.30
- Payables this month are \$6,695.15

Moved by Joe, seconded by Ray that the financial reports be approved. Carried.

6. Property Manager's Report – Chance (see attached)

Moved by Ray, seconded by Bob to approve PM's report. Carried.

7. Huron East Health Centre Report -None

8. Minutes of Thursday, April 7, 2022 meeting

Moved by Joe, seconded by Ray for approval of the minutes. Carried.

Action Items

- Cathy obtained Paul Stephen's cell phone number and Chance has attempted to

contact him. To date, Paul has not responded to voice mail messages from Chance.

- Christie contacted Brad McRoberts about the trustee position vacated by Ellen Whelan. Clerk Jessica Rudy has spoken about this with Brad. The trustee position will be advertised, with the term being from present through to 2026.

New Business

Post Office Ramp

- Bob contacted Carol Leeming (Accessibility Coordinator, County of Huron). Carol suggested using an architect for new ramp design.
- Bob phoned a civil engineer, who said the ramp must be engineered.
- Central Huron facilities manager Steve said that their ramp is galvanized steel with a rise of one inch per running foot of length.
- Bob suggested installing new ramp to the south of the clock tower.
- Joe suggested that we hire an engineer.
- Bob will look into available accessibility grants for this project.
- Ray suggested that we check with the company used by Central Huron (JADE) and an engineering firm.
- Joe felt that if the replacement ramp is located to the south, the current ramp could be left in place until work is completed.

Rent Increase

- Rent increase for unit 301 comes into effect June 2022. There has been no rent increase for unit 201 since pre-Covid. This unit does not currently have a lease.
- Joe pointed out that this unit had been vacant for a long time prior to Dr. Rosie's tenancy.
- Bob suggested an increase from \$150/month + HST to \$200/month, HST included.
- Christie will discuss this with Dr. Rosie.

9. In Camera

Christie said that we will enter into In-Camera session to discuss property matters.

Moved by Ray, seconded by Joe to leave regular meeting at 7:47 p.m.

Moved by Joe, seconded by Bob to enter In Camera session at 7:47 p.m.

Moved by Ray, seconded by Joe to leave In Camera session at 8:35 p.m.

Moved by Joe, seconded by Bob to enter regular meeting at 8:35 p.m.

Christie said that the In-Camera session discussed property matters.

Next meeting – Thursday June 2, 2022 @ 7:00 pm. (or at call of Chair) in the post office boardroom.

Cathy moved for adjournment at 8:43 pm. Carried.

Chair Christie Little _____

PROPERTY MANAGER'S REPORT - APRIL. 2022

POST OFFICE

I was contacted by Post Mistress about a complaint she received from a customer regarding the condition of the Ramp. I forwarded the Complaint on to our Chairperson.(Christie)

I was informed of a bird in the clock tower. Screen needs replaced on outside. Will be repaired when work is done.

(I was going to remove casing with crowbar etc., but wasn't able to as Tenant below was seeing clients)

Tenant advised that the North west door was left open?? (will install sign on that door as well)

I continue to monitor the boiler.

I checked and recorded all Fire extinguishers and Emergency lights.

I continue to monitor dehumidifier and sump pump.

I am adding salt to conditioner as needed.

I continue to monitor loose bricks on front/side of building and clean up.

I continue to clean up garbage, etc. on property.

I check in regularly with Post office employees. (issues?)

All good.

L.H.I.N

I repaired an exhaust chute on HVAC that was falling off. Drilled new holes and installed machine screws with elastic stop nuts)

I was doing checks on building once a week.

I met with Cathy (Secretary) at building to get ready for new Tenants. Hot water heater not working?

I called Seaforth Plumbing and Heating and met with them X3 to replace/test/check element in unit. Done

I adjusted Temperature in the building again to 70. Plus & minus 2 degrees.

I met with A.M.P. Security at building to install new code for new Tenant. Done

I hooked up the drinking water filter system in kitchen and tested. Done

I called Horton Automation for service on Accessibility door. (as we wont be using keyfob to unlock) Done.

I met with Bell Telephone at building for Service hook up.

I called TJM Locksmith to work on front door (Secure Electric Lock).

I called Seaforth Plumbing and Heating for Service on HVAC. Done

I cancelled TJM Locksmith as I worked on it myself. Done

Very busy month here!

PROPERTY MANAGER

Chance Coombs

**Municipality of Huron East
Administration Committee Meeting Minutes
Council Chambers
Town Hall, 72 Main Street South, Seaforth
Monday, June 13, 2022**

Members Present:

Chair Alvin McLellan; Mayor Bernie MacLellan, Deputy Mayor Robert Fisher, and Councillors Larry McGrath and Raymond Chartrand

Staff Present:

CAO Brad McRoberts, Public Works Manager Barry Mills

Others Present:

Huron County Planning Manager Denise Van Amersfoort

Huron County Planner Jenn Burns

Greg Stewart

Barry Scott (Virtual)

Ken Hines (Virtual)

Brendan Ruddick (Virtual)

Russel Higgins (Virtual)

1. Call to Order

Chair McLellan called the meeting to order at 11:00 a.m.

2. Adopt Agenda

Moved by Councillor Chartrand and Seconded by Deputy Mayor Fisher:

That the agenda dated June 13, 2022 be adopted as circulated.

Carried

3. Declaration of Pecuniary Interests

None declared.

4. Meeting Minutes

Moved by Deputy Mayor Fisher and Seconded by Councillor McGrath:

That the minutes of the Administration Committee meeting held on May 26, 2022 be approved as circulated.

Carried

5. Memo from CAO Brad McRoberts re: Durisol Planning Application

CAO Brad McRoberts provided an overview of the memo which was circulated to the various parties in regards to the planning application stating the position of staff. The purpose of the meeting was to discuss any ongoing concerns between staff, Durisol and McPherson.

Russel Higgins addressed the Committee regarding ongoing McPherson and Durisol discussions noting that the final negation is regarding the requests from Municipal staff. R. Higgins noted that McPherson would prefer to install the watermain where it was originally proposed and suggested that services be done prior to the watermain in order to eliminate the need to come back for the services installation, he noted that the cost of the watermain is at the cost of McPherson and the original location would still provide the loop to the subdivision.

The Committee clarified that although the installation of the waterline would be at the cost of McPherson the Municipality would have ownership and responsibility for maintenance once installed, thus the costs to install other services around the existing waterline would be at the cost of the municipality and clarified that there is no need for services at this point in time, with no timeline as to when this would happen. The loop is required for the next phases of the Bridges development. The Committee stated that there are liability issues and private property access issues when installing the waterline at the original location due to it being private property and not municipally owned land, as preferred.

B. McRoberts conveyed the Municipality's standpoint in regards to the loop, stating that the watermain being installed at the municipally preferred location allows for future planning and maintenance requirements and makes sense from a planning and operational standpoint.

R. Higgins and Brendan Ruddick noted that the agreement between McPherson and the Municipality states that the infrastructure within the subdivision is at the cost and ownership of McPherson, with the Municipality taking responsibility for the maintenance. It was expressed that putting the watermain at the original location and having dead end stub would be no different then the watermain with the dead end stub at the newly proposed location, the original location.

Barry Scott commented that the agreement suggests that Durisol would be solely responsible to bring the road up to a rural urban standard, and installation of waterline and sanitary services. It was noted that the purchase of a portion of the Wilson farm is to only acquire outdoor parking and storage.

B. McRoberts clarified that when a developer is wishing to develop lands the municipality requires that the developer service and provide access to the developed lands. Staff are working to accommodate both McPherson with their original intention and allow the application from Durisol to continue, while maintaining municipal planning, infrastructure and design.

The Committee noted that an exception is being provided to Durisol by deferring the requirement of the services until they wish to develop the lands. It was clarified that the

initiating developer would be responsible for servicing with the other party being responsible to pay their portion of the property frontage. For instance if the Wilson property were to decide to develop they would be responsible for services, with Durisol paying for their frontage.

The Committee suggested that the wording in the memo be revised to ensure that the intent is that Durisol would only be fully responsible for servicing if they chose to develop, if another party were to develop then Durisol would pay their portion of the frontage.

Denise Van Amersfoort clarified that the existing Birch laneway will be blocked off and will be part of the lot fabric, the new road will be extending to the end of the McPherson development lots taking it to the agricultural zoning with the emergency access going into the Bridges development.

R. Higgins confirmed that the watermain should be installed as the gravel road is being installed so that there is no need to come back to install the watermain once the Bridges are ready for the second phase of development.

In regards to the agreements to date, B. Scott confirmed that Durisol had not yet agreed to be responsible for the waterline and road way extensions. It was stressed that the cost of the purchased land and the installation of the infrastructure would be a substantial cost for Durisol. K. Hines noted that Durisol was prepared to pay for the road construction.

At the request of the Committee, D. Van Amersfoort explained that the Durisol application for an Official Plan, and Zoning By-law amendment is scheduled as a statutory public meeting at the Huron East June 21st Council meeting with the Durisol consent application on the regular agenda of the same meeting. It was stressed that the consent application has been waiting for 15 months for the parties to come to an agreement on the conditions; if there is no agreement then the items will have to go to County in July or September.

As a result of the public meeting and consent application timelines, the two parties agreed to bring forward the status of their agreements to D. Van Amersfoort within a week.

B. McRoberts noted that a revised memo will be sent to all parties by the end of the day, clarifying the responsibilities of Durisol to any future servicing requirements.

6. Other Business

7. Adjournment

Moved by Deputy Mayor Fisher and Seconded by Mayor MacLellan:

That the time now being 12:10 p.m. that the meeting now adjourn until the next regular meeting at the call of the Chair.

Carried

Alvin McLellan, Chair

Brad McRoberts, CAO

**Minutes of the
Seaforth & District Community Centre
Management Committee Meeting
Virtual
Wednesday, June 15, 2022, 6:30 P.M.**

Members Present:

Huron East: Georgina Reynolds, Joe Steffler and Gloria Wilbee

West Perth: Cheri Bell

Staff Absent: Chair Lisa Campbell, Barry Young, and Alvin Dow

Staff Present: Facility Manager David Meriam, and CAO Brad McRoberts

1. Call to Order & Adopt Agenda

The meeting was called to order at 6:31 p.m.

Moved by Gloria Wilbee and Seconded by Georgina Reynolds:

That the agenda for the regular meeting dated May 11, 2022 be adopted as amended.

Carried

2. Appointment of Acting Chair

Moved by Gloria Wilbee and Seconded by Joe Steffler:

That Georgina Reynolds be appointed as Acting Chair for the meeting held on June 15, 2022.

Carried

3. Declaration of Pecuniary Interest

None Declared

4. Deputations

5. Minutes of the Previous Meeting

Moved by Joe Steffler and Seconded by Gloria Wilbee:

That the minutes of the May 11, 2022 meeting be approved as circulated

Carried

6. Business Arising From the Minutes

7. Correspondence

8. Financial

8.1 Financial Statements to end of May 2022

CAO McRoberts provided an overview of the financial statements ending May 31, 2022, noting that user fees are tracking well with liquor sales above the projected amount due to the Senior Hockey tournament. All revenues are at or above what would be expected at the 5 month mark. It was noted that the expenditures are tracking at or below what would be expected at the 5 month mark.

Moved by Cherri Bell and Seconded by Joe Steffler:

That Seaforth & District Community Centre Management Committee accept the May 31, 2022 financial statements as presented.

Carried

8. Manager's Report

Facility Manager Dave Meriam presented his manager's report and noted

Building Operations and Construction Issues:

- Grass cutting has begun;
- Watering flowers began on June 2nd which takes 5-6 days a week, depending on weather;
- The alarm system was updated to include ammonia leaks and high ice temperature alarms;
- Provincial election training and Returning Office was in the facility until June 14
- Lion's Elimination Draw is using the arena floor on June 18 being the second time using the whole facility since COVID; and
- Seaforth Public School Grade 8 Graduation is happening on June 21.

Planned Preventative Maintenance:

- Ice user meeting is not yet set as they are waiting on the merger of Seaforth Minor Hockey and BCH to be completed; and
- The Facility Manager will be attending a Playground and Parks training course June 20-24.

Capital Projects – Progress Report:

- Doors have been replaced;
- Steps will be completed when materials arrive; and
- Door openers have been ordered and the work will be completed once the materials arrive.

Staffing Issues:

- Looking to post a position at the end of June/early July for winter months full time; and
- Part time positions currently filling gaps in schedules for lacrosse and staffing holidays and days off.

Recreation Programs:

- Programs have been put on hold for the past month due to Elections Ontario using the hall;
- Programs will resume on June 15; and
- Lacrosse will continue using the facility until July 28 which has been a good group.

Other Business:

- No report.

In response to the Committee, Dave Meriam noted that Sunday ice time is now available and that likely won't change with the Seaforth Minor Hockey amalgamation.

Moved by Gloria Wilbee and seconded by Joe Steffler:

That the Facility Manager's Report be accepted as presented.

Carried

9. Unfinished Business**10. New Business**

Gloria Wilbee requested an update on the door in the hall and D. Meriam updated the Committee that the sweeper was damaged, a new part has been ordered and the repair will take place as soon as it is received.

Moved by Gloria Wilbee and Seconded by Cheri Bell:

That the next meeting will take place September 14, 2022.

Carried

11. Adjournment

Moved by Joe Steffler and Seconded by Cheri Bell:

That the time now being 6:50 p.m. that the meeting do now adjourn until September 14, 2022 6:30 p.m.

Carried

Acting Chair, Georgina Reynolds

Secretary, Brad McRoberts

The Corporation
of the
Municipality of Huron East
By-law No. 044 for 2022

Being a by-law to enter into a Stipulated Price Contract Agreement with Elgin Contracting and Restoration Ltd. for the BMG Community Centre Renovation and Addition

Whereas the Municipal Act, S.O. 2001,c.25, as amended, s.8(1) contains broad authority to municipalities to enable municipalities to govern its affairs as it considers appropriate;

And Whereas pursuant to Section 9 of the Municipal Act, S.O. 2001,c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

And Whereas pursuant to Section 11(2)(3) and 11(2)(4) of the Municipal Act, S.O. 2001,c.25, as amended, a municipality, acting within its sphere of jurisdiction may pass bylaws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

And Whereas the Corporation of the Municipality of Huron East has issued a Tender for the construction and renovation of the Brussels, Morris & Grey Community Centre and awarded the Tender to Elgin Contracting and Restoration Ltd.;

And Whereas Elgin Contracting and Restoration Ltd. requires the Municipality to enter into a Stipulated Price Contract Agreement;

Now Therefore the Council of the Corporation of the Municipality of Huron East enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to sign and execute a Stipulated Price Contract Agreement, attached hereto as Schedule “A”, with Elgin Contracting and Restoration Ltd.
- 2. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 21st day of June, 2022.

Read a third time and finally passed this 21st day of June, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

CCDC 2

stipulated price contract

2 0 0 8

BMG Community Centre
800 Sports Drive
Brussels, Ontario

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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- GC 10.3 Patent Fees
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- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

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- 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

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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 21 day of June in the year 2022.

by and between the parties

Corporation of the Municipality of Huron East

hereinafter called the "Owner"

and

Elgin Contracting and Restoration Ltd.

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
BMG Community Centre renovation and addition

located at
800 Sports Drive, Brussels, Ontario

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which
GB Architect Inc.

insert above the Place of the Work

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

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 21 day of June in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31 day of May in the year 2023.

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

*

GB Architect Inc. drawings dated March 30, 2022 - A1.1, A1.2, A1.3, A2.1, A2.2, A2.3, A2.4, A2.5, A2.6, A2.7, A3.1, A4.1, A4.2, A4.3, A4.5, A4.5 and A4.6;

GB Architect Inc. Project Manual dated March 30, 2022;

GB Architect Inc. Specification Manual dated March 2022 (167 pages);

Barill Engineering Limited drawings dated March 31, 2022 - S1.1, S2.1, S2.2, S2.3, S3.1, S3.2, S3.3 and S3.4;

Barill Engineering Specification Manual - Sections 02 20 10 Rev 00 thru 05 31 10 Rev 00;

MNE Engineering Inc. Mechanical drawings dated April 2021 - M1.1, M1.2, M1.3, M2.1, M3.1, M3.2, M5.1, M5.2, M5.3, M6.1, M6.2, M6.3, M6.4, SP1.1 and SP1.2;

MNE Engineering Inc. Electrical drawings dated April 2021 - E1.1, E1.2, E2.1, E2.2, E3.1, E3.2, E4.1, E4.2, E5.1, E5.2, E5.3, E5.4, E6.1 and E6.2;

MTE Consultants Inc. Designated Substance Audit Report dated March 31, 2022 (17 pages);

MTE Consultants Inc. Sloped Roof Replacement drawings dated August 12, 2021 - BR0.0, BR1.0, BR1.1, BR2.0, BR2.1, BR2.2 and BR2.3;

MTE Consultants Inc. Civil drawings dated Mar.25/22 - C2.1 and C2.2;

Tender Addendum 1.0 dated April 5, 2022 (32 pages)

Tender Addendum 2.0 dated April 11, 2022 (1 page);

Tender Addendum 3.0 dated April 22, 2022 (1 page);

Elgin Contracting and Restoration Ltd. Bid Form dated April 26, 2022 (6 pages);

Repricing Spreadsheet by Elgin Contracting and Restoration Ltd. (1 page);

Award letter dated June 8, 2022 by Municipality of Huron East (1 page).

* (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:

Seven million two hundred sixty-two thousand two hundred thirty-five

_____/100 dollars \$ 7,262,235.00

4.2 *Value Added Taxes* (of 13.0 %) payable by the *Owner* to the *Contractor* are:

Nine Hundred forty-four thousand ninety dollars and fifty-five cents

_____/100 dollars \$ 944,090.55

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

Eight million two hundred six thousand two hundred thirty-five dollars and fifty-five cents

_____/100 dollars \$ 8,206,235.55

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 (10.0 %), 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

CIBC

(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

Corporation of the Municipality of Huron East

*name of Owner**

72 Main Street, Seaforth, Ontario, N0K 1W0

address

519-527-2561

facsimile number

clerk@huroneast.com

email address

Contractor

Elgin Contracting and Restoration Ltd.

*name of Contractor**

10 Barrie Boulevard, St. Thomas, Ontario, N5P 4B9

address

facsimile number

m.pedros@elgincontracting.com

email address

Consultant

GB Architect Inc.

*name of Consultant**

430 Ontario Street, Stratford, Ontario, N5A 3J2

address

facsimile number

g.b@gbarchitectinc.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

Corporation of the Municipality of Huron East

name of owner

signature

Bernie MacLellan, Mayor

name and title of person signing

signature

Jessica Rudy, Clerk

name and title of person signing

CONTRACTOR

Elgin Contracting and Restoration Ltd.

name of Contractor

signature

Kevin Hick, Vice 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.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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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
Municipality of Huron East
By-law No.045 for 2022**

Being A By-law to Delegate Authority for Site Plan Review
and Control to the Chief Administrative Officer

Whereas the Council of the Municipality of Huron East has passed By-law No. 27-2014 to designate the Municipality to be under a Site Plan Control Area;

And Whereas Section 41 (13) (b) of the Planning Act, R.S.O. 1990 as it read immediately before April 14th, 2022 authorized that Council may by By-law delegate to an appointed officer of the Municipality any of the Council's powers and duties under Section 41 of the Planning Act, R.S.O. 1990 except the authority to define any class or classes of development;

And Whereas Section 41 (15.1) and Section 41 (15.2) of the Planning Act, R.S.O. 1990, establish that the provisions of Section 41 as it read immediately before April 14, 2022 shall continue to apply to plans and drawings submitted for approval on or after April 14, 2022 but before July 1, 2022;

And Whereas Section 41 (4.0.1) of the Planning Act, R.S.O. 1990, requires that Council shall appoint an officer, employee, or agent of the municipality as an authorized person for the purposes of Section 41(4) for the Act;

Now Therefore, the Council of the Municipality of Huron East enacts as follows:

1. That the Chief Administrative Officer (CAO) of the Municipality of Huron East is delegated the authority to approve plans and drawings required by the Municipality; and through conditions to the approval of the plans and drawings establish requirements under Section 41 of the Planning Act R.S.O. 1990.
2. That the CAO of the Municipality of Huron East is delegated the authority to require, approve, execute, cause to be registered, and amend Site Plan Agreements under Section 41 of the Planning Act R.S.O. 1990.
3. That the CAO shall consult with the Planner, appropriate members of Municipal Staff and agencies in exercising their delegated authorities.
4. That the CAO may further delegate their authority under this By-law to any other officer or employees of the Municipality.

5. That in the case of plans and drawings received before July 1, 2022, the delegation of Council's authority is made under the authority of Section 41 (13) (b) and Section 41 (15.1) and 41 (15.2) of the Planning Act R.S.O. 1990.
6. That in the case of plans and drawings received on or after July 1, 2022, the delegation of Council's authority is made under the authority of Section 41 (4.0.1) of the Planning Act R.S.O. 1990.
7. That this by-law shall come into force and take effect on the date of final passing thereof

Read a first and second time this 21st day of June, 2022.

Read a third time and finally passed this 21st day of June, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk

The Corporation
of the
Municipality of Huron East
By-law No. 046 for 2022

Being a By-law to Confirm the Proceedings of the Council of
the Corporation of the Municipality of Huron East

Whereas, the Municipal Act, S. O. 2001, c. 25, as amended, s. 5 (3) provides municipal power, including a municipality’s capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas, the Municipal Act, S. O. 2001, c.25, as amended, s. 8 provides a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Huron East at this meeting be confirmed and adopted by By-law;

Now Therefore the Council of the Corporation of the Municipality of Huron East **Enacts as Follows:**

- 1. The action of the Council of the Corporation of the Municipality of Huron East, at its meeting held on the 21st day of June, 2022 in respect to each recommendation contained in the Reports of the Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Huron East at these meetings, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2. The Mayor and the proper officials of the Corporation of the Municipality of Huron East are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Municipality of Huron East referred to in the proceeding section hereof.
- 3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Municipality of Huron East.

Read a first and second time this 21st day of June, 2022.

Read a third time and finally passed this 21st day of June, 2022.

Bernie MacLellan, Mayor

Jessica Rudy, Clerk