



AGENDA

Regular Council Meeting

August 22, 2023

6:00 pm

Council Chambers, Town Hall

175 Queen Street East, St. Marys

YouTube Link - <https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Pages

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **AMENDMENTS AND APPROVAL OF AGENDA**

RECOMMENDATION

THAT the August 22, 2023 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

Public input received by the Clerks Department prior to 4:30 pm on the day of the meeting will be read aloud during this portion of the agenda.

Submissions will be accepted via email at clerksoffice@town.stmarys.on.ca or in the drop box at Town Hall, 175 Queen Street East, lower level.

5. **DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS**

5.1 Strong as Stone Nominations

Gwen Ament

Gord Barnett

Andrew Middleton

Grant Barton

Susan McCutcheon

5.2 Paul Seebach of Seebach and Company Chartered Accountants re: 2022 Audited Financial Statements

See agenda item 8.4.2 for further details.

RECOMMENDATION

THAT the delegation from Paul Seebach of Seebach and Company Chartered Accountants regarding the 2022 audited financial statements be received.

6. ACCEPTANCE OF MINUTES

6.1 Strategic Priorities Committee - July 18, 2023

13

RECOMMENDATION

THAT the July 18, 2023 Strategic Priorities Committee meeting minutes be received by Council and signed and sealed by the Mayor and Clerk; and

THAT minute items 4.2 and 4.3 be raised for consideration.

6.1.1 Milt Dunnell Project - Short-Term Priorities Update

RECOMMENDATION

THAT Council direct staff to proceed with the following Milt Dunnell priority items:

1. Milt Dunnell Field washrooms with budget up to \$150,000
2. Accessible dock \$61,283
3. Farmers' Market paving \$80,000
4. Lawn bowling wooden gutter boards \$8,000
5. Accessible playground upgrades \$29,000
6. Trees, conservation and education (balance of \$333,333 project budget)

THAT staff consult with the St Marys Lawn Bowling Club prior to finalizing the design for the washroom upgrades.

6.1.2 Milt Dunnell Revitalization - Engagement Results and Long Term Concept Plan Discussion

RECOMMENDATION

THAT Council short-lists the following amenities/upgrades to be included in the revised concepts for the long-term master plan for Milt Dunnell Field:

- Protection from shoreline erosion
- Pedestrian walkways/trails, including along the ring road and connections to the Grand Trunk Trail and Downtown sidewalk network
- Increased tree canopy
- Enhanced lighting
- Additional seating areas and river viewing areas
- Additional picnic areas
- Upgraded pavilion
- Event space

THAT the revised concepts retain the ring road at Milt Dunnell Field; and

THAT Staff be directed to develop three “final draft” master plans for Milt Dunnell Field for future public consultation as recommended in COR 41-2023; and

THAT Mayor Strathdee, Councillor Pridham and Councillor Edney sit on the Milt Dunnell Field internal project committee.

6.2 Regular Council - July 25, 2023

18

RECOMMENDATION

THAT the July 25, 2023 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

6.3 Special Meeting of Council - August 15, 2023

28

RECOMMENDATION

THAT the August 15, 2023 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

7. CORRESPONDENCE

7.1 Terry Fox Week Proclamation

RECOMMENDATION

WHEREAS; On April 12, 1980, Terry Fox started the Marathon of Hope, moved by his experience in the cancer ward where a few children had given up on the hope of a cure; and

WHEREAS; the Province of Ontario now observes the second Sunday after Labour Day as Terry Fox Day; and

WHEREAS; 2023 is the 43rd Anniversary of The Terry Fox Run for Cancer research that has raised more than \$850 Million, across Canada, and in over 50 countries throughout the world; and

WHEREAS; As Terry said, "I want to set an example that will never be forgotten. It's got to keep going without me."; and

WHEREAS; the Terry Fox Run is inspired by a dream, grounded in tradition and entirely volunteer driven, with events held annually around the world; and

WHEREAS; Terry Fox himself stayed in St. Marys during his Marathon of Hope and inspired so many in our small town to give to cancer research; and

WHEREAS; The Terry Fox Run will take place on Sunday, September 17, 2023 in person both in the morning walking/running/biking on the Trussel Pathway and at the same time people can join by paddling on the Thames River accessed at Milt Dannel Field. This event gives our St. Marys Community an opportunity to get involved in the efforts to find a cure for cancer, a disease whose devastating effects have been felt by so many people. This year's event message is #Dear Terry "You Ran For Us. Now We Run With You".

THEREFORE, Council for The Corporation of the Town of St. Marys, does hereby proclaim the week of **September 11 to September 18, 2023** as "**Terry Fox Week**" in the Town of St. Marys and encourage citizens to take note of this special week and to participate in the Terry Fox Run for Cancer Research on Sunday, September 17, 2023.

RECOMMENDATION

THAT the correspondence from Chris Swarthout regarding traffic concerns on Park Street at King Street be received; and

THAT the correspondence be referred to staff for consideration during the development of a Road Safety Network Plan; and

THAT the correspondence be forwarded to the Community Policing Advisory Committee for their information.

8. STAFF REPORTS

8.1 Administration

8.1.1 ADMIN 44-2023 August Monthly Report (Administration)

33

RECOMMENDATION

THAT ADMIN 44-2023 August Monthly Report (Administration) be received for information.

8.1.2 ADMIN 45-2023 Collaborative Relationships for Extended Services Partnership Agreement with AMDSB

37

RECOMMENDATION

THAT ADMIN 45-2023 Collaborative Relationships for Extended Services Partnership Agreement with AMDSB report be received; and

THAT Council consider By-law 83-2023, being a by-law to authorize the Mayor and the Clerk to sign a Collaborative Relationships for Extended Partnerships Agreement with the Avon Maitland District School Board.

8.1.3	ADMIN 47-2023 Records Retention By-law and Records Management Program	49
	<p>RECOMMENDATION</p> <p>THAT ADMIN 47-2023 Records Retention By-law and Records Management Program report be received; and</p> <p>THAT Council consider By-law 85-2023, being a by-law to establish a schedule of retention periods for the records of The Corporation of the Town of St. Marys.</p>	
8.1.4	ADMIN 48-2023 Animal Control Agreement	53
	<p>RECOMMENDATION</p> <p>THAT ADMIN 48-2023 Animal Control Agreement report be received; and</p> <p>THAT Council delegate the authority to the Chief Administrative Officer to negotiate minor details of the agreement following the review by the Humane Society; and</p> <p>THAT Council consider By-law 84-2023, being a by-law to authorize an agreement with Humane Society of Kitchener-Waterloo Stratford Perth for animal control services.</p>	
8.2	Building and Development Services	
8.2.1	DEV 47-2023 August Monthly Report (Building and Development)	68
	<p>RECOMMENDATION</p> <p>THAT DEV 47-2023 August Monthly Report (Building and Development) be received for information.</p>	
8.2.2	DEV 49-2023 - Part Lot Control Application, Lot 5, Registered Plan 44M-86 – 2503778 Ontario Inc.	74
	<p>RECOMMENDATION</p> <p>THAT DEV 49-2023 regarding the Application for Part Lot Control for Lot 5 of Registered Plan 44M-86 be received; and</p> <p>THAT Council consider By-law 82-2023, being a part lot control affecting Lot 5, Registered Plan 44M-86 for a one-year period, ending August 22, 2024.</p>	

8.2.3	DEV 50-2023 80 Water St N, Washroom Proposal	79
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RECOMMENDATION

THAT DEV 50-2023 80 Water St N, Washroom Proposal report be received; and

THAT Council approves the 80 Water St N, Washroom Renovation project to proceed to the tender process.

8.3 Community Services

8.3.1	DCS 38-2023 August Monthly Report (Community Services)	83
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RECOMMENDATION

THAT DCS 38-2023 August Monthly Report (Community Services) be received for information.

8.4 Corporate Services

8.4.1	COR 45-2023 August Monthly Report (Corporate Services)	86
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RECOMMENDATION

THAT COR 45-2023 August Monthly Report (Corporate Services) be received for information.

8.4.2	COR 46-2023 Draft 2022 Audited Financial Statements	94
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RECOMMENDATION

THAT COR 46-2023 Draft 2022 Audited Financial Statements report be received; and

THAT the 2022 deficit of \$542,816 be funded by the Working Capital Reserve; and

THAT the Draft Audited Financial Statements for Year Ended December 31, 2022 be approved.

8.5 Fire and Emergency Services

8.5.1	FD 09-2023 August Monthly Report (Emergency Services)	123
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RECOMMENDATION

THAT FD 09-2023 August Monthly Report (Emergency Services) be received for information.

8.6 Human Resources

8.6.1 HR 06-2023 August Monthly Report (Human Resources) 125

RECOMMENDATION

THAT HR 06-2023 August Monthly Report (Human Resources) be received for information.

8.7 Public Works

8.7.1 PW 46-2023 August Monthly Report (Public Works) 127

RECOMMENDATION

THAT PW 46-2023 August Monthly Report (Public Works) be received for information.

8.7.2 PW 47-2023 Skate Park Design-Build Agreement 130

RECOMMENDATION

THAT PW 47-2023 Skate Park Design-Build Agreement report be received; and

THAT Council consider By-law 86-2023, being a by-law to authorize the Mayor and Clerk to sign the design-build contract with Radius Contracting Inc. for upgrades to the St. Marys skate park.

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

RECOMMENDATION

THAT Committee and Board minutes listed under agenda items 9.1.1 to 9.1.7 and 9.2.1 to 9.2.15 be received; and,

THAT the verbal updates provided by Council representatives on those Committee and Board meetings be received.

9.1.1 Bluewater Recycling Association - Coun. Craigmile 170

August 17, 2023 Highlights

9.1.2	Business Improvement Area - Coun. Aylward	180
	August 14, 2023 Draft Minutes	
9.1.3	Huron Perth Public Health - Coun. Luna	
9.1.4	Library Board - Mayor Strathdee, Couns. Aylward and Pridham	
9.1.5	Municipal Shared Services Committee - Mayor Strathdee, Coun. Edney	
9.1.6	Spruce Lodge Board - Couns. Lucas, Luna	
9.1.7	Upper Thames River Conservation Authority - Coun. Craigmile	185
	June 20, 2023 Draft Minutes	
	July 17, 2023 Draft Minutes	
9.2	Advisory and Ad-Hoc Committee Reports	
9.2.1	Canadian Baseball Hall of Fame and Museum - Coun. Edney	
9.2.2	Committee of Adjustment	
9.2.3	Community Policing Advisory Committee - Couns. Edney and Luna	
9.2.4	Downtown Service Location Review Committee - Mayor Strathdee, Coun. Pridham	
9.2.5	Flats Revitalization Committee - Coun. Edney	
9.2.6	Green Advisory Committee - Coun. Aylward	
9.2.7	Heritage and Culture Advisory Committee - Coun. Lucas	194
	July 12, 2023 Draft Minutes	
9.2.8	Huron Perth Healthcare Local Advisory Committee - Coun. Luna	
9.2.9	Planning Advisory Committee - Couns. Craigmile, Lucas	198
	July 31, 2023 Draft Minutes	

- 9.2.10 Recreation and Leisure Advisory Committee - Coun. Pridham
- 9.2.11 St. Marys Lincolns Board - Coun. Craigmile
- 9.2.12 St. Marys Minor Hockey Association Board - Coun. Craigmile
- 9.2.13 St. Marys Cement Community Liaison Committee - Couns.
Craigmile, Edney
- 9.2.14 Stratford Perth Chamber of Commerce - Coun. Lucas
- 9.2.15 Town Hall Renovation Committee - Couns. Luna and Pridham

10. EMERGENT OR UNFINISHED BUSINESS

11. NOTICES OF MOTION

12. BY-LAWS

RECOMMENDATION

THAT By-Laws 82-2023, 83-2023, 84-2023, 85-2023 and 86-2023 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

12.1	By-Law 82-2023 Part Lot Control Lot 4 44M-86	202
12.2	By-Law 83-2023 Agreement with Avon Maitland District School Board	203
12.3	By-Law 84-2023 Agreement with Humane Society Kitchener-Waterloo and Stratford Perth	204
12.4	By-Law 85-2023 Records Retention	205
12.5	By-Law 86-2023 Agreement with Radius Contracting Inc.	219

13. UPCOMING MEETINGS

*All meetings are open to the public to attend in person and will be live streamed to the Town's YouTube channel

September 12, 2023 - 6:00 pm, Regular Council

September 19, 2023 - 9:00 am, Strategic Priorities Committee

September 26, 2023 - 6:00 pm, Regular Council

14. CLOSED SESSION

RECOMMENDATION

THAT Council move into a session that is closed to the public at _____pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees, and (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

14.1 ADMIN 46-2023 CONFIDENTIAL Update on Employee Relations Matter

15. RISE AND REPORT

RECOMMENDATION

THAT Council rise from a closed session at _____ pm.

16. CONFIRMATORY BY-LAW

220

RECOMMENDATION

THAT By-Law 87-2023, being a by-law to confirm the proceedings of August 22, 2023 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

17. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council be adjourned at _____ pm.



MINUTES
Strategic Priorities Committee

July 18, 2023
9:00 am
Town Hall, Council Chambers

Council Present: Mayor Strathdee
Councillor Aylward
Councillor Craigmile
Councillor Edney
Councillor Lucas
Councillor Luna
Councillor Pridham

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk
Grant Brouwer, Director of Building and Development
Andre Morin, Director of Corporate Services / Treasurer

1. CALL TO ORDER

Chair Strathdee called the meeting to order at 9:00 am.

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF THE AGENDA

Resolution 2023-07-18-01

Moved By: Councillor Craigmile

Seconded By: Councillor Pridham

THAT the July 18, 2023 Strategic Priorities Committee agenda be accepted as presented.

CARRIED

4. STRATEGIC PRIORITIES REVIEW

4.1 DEV 38-2023 80 Water St N. (The Flats) Proposed Public Washroom Layout

Brent Kittmer provided an introduction of the orders of the day before the Committee.

Grant Brouwer presented DEV 38-2023 report.

The Committee discussed the various options presented within the report.

Resolution 2023-07-18-02

Moved By: Councillor Edney

Seconded By: Councillor Luna

THAT DEV 38-2023 80 Water St N. (The Flats) Proposed Public Washroom Layout report be received for information.

CARRIED

4.2 COR 42-2023 Milt Dunnell Project – Short-Term Priorities Update

Andre Morin presented COR 42-2023 staff report.

The Committee discussed the short-term priority options listed in the report.

Mr. Morin provided next steps in the tendering process for the short-term priority items and informed the Committee that final design costs would be presented at a Council meeting for consideration and approval.

The Committee took a brief break at 10:40 am.

The Chair called the meeting back to order at 10:50 am.

Mr. Kittmer provided an update regarding staff's decision to not support the inclusion of soccer fields at Milt Dunnell Field due wet conditions, the number of events at the location and scheduling conflicts, and the opportunity to maximize reciprocal agreements with local schools and use their existing fields.

During the Committee's discussion of short-term priority items for the Milt Dunnell project, Councillor Luna moved the following motion.

Resolution 2023-07-18-03

Moved By: Councillor Luna

Seconded By: Councillor Edney

THAT the Committee supports the inclusion of an accessible playground upgrade as priority item number five (5) for the short-term priorities of the Milt Dunnell project.

CARRIED

Resolution 2023-07-18-04

Moved By: Councillor Aylward

Seconded By: Councillor Lucas

THAT COR 42-2023 Milt Dunnell Project report be received; and

THAT the Strategic Priorities Committee recommends to Council:

THAT Council direct staff to proceed with the following Milt Dunnell priority items:

1. Milt Dunnell Field washrooms with budget up to \$150,000
2. Accessible dock \$61,283
3. Farmers' Market paving \$80,000
4. Lawn bowling wooden gutter boards \$8,000
5. Accessible playground upgrades \$29,000
6. Trees, conservation and education (balance of \$333,333 project budget)

THAT staff consult with the St Marys Lawn Bowling Club prior to finalizing the design for the washroom upgrades.

CARRIED

4.3 COR 41-2023 Milt Dunnell Revitalization Project – Engagement Results and Long Term Concept Plan Discussion

Andre Morin presented COR 41-2023 report.

The Committee discussed the engagement results and long-term concept plans for the Milt Dunnell project.

Mr. Kittmer stated that the existing engagement results will be reviewed for further opportunities for improvement prior to the development of master concepts for the Milt Dunnell project.

Resolution 2023-07-18-05

Moved By: Councillor Luna

Seconded By: Councillor Aylward

THAT COR 41-2023 Milt Dunnell Revitalization Project – Engagement Results be received; and

THAT the Strategic Priorities Committee recommends to Council:

THAT Council short-lists the following amenities/upgrades to be included in the revised concepts for the long-term master plan for Milt Dunnell Field:

- Protection from shoreline erosion
- Pedestrian walkways/trails, including along the ring road and connections to the Grand Trunk Trail and Downtown sidewalk network
- Increased tree canopy
- Enhanced lighting
- Additional seating areas and river viewing areas
- Additional picnic areas
- Upgraded pavilion
- Event space

THAT the revised concepts retain the ring road at Milt Dunnell Field; and

THAT Staff be directed to develop three “final draft” master plans for Milt Dunnell Field for future public consultation as recommended in COR 41-2023; and

THAT Mayor Strathdee, Councillor Pridham and Councillor Edney sit on the Milt Dunnell Field internal project committee.

CARRIED

5. NEXT MEETING

August 15, 2023 - 9:00 am

6. ADJOURNMENT

Resolution 2023-07-18-06

Moved By: Councillor Aylward

Seconded By: Councillor Lucas

THAT this meeting of the Strategic Priorities Committee be adjourned at 12:11 pm.

CARRIED

Al Stratthdee, Mayor

Jenna McCartney, Clerk



MINUTES Regular Council

July 25, 2023

6:00pm

Town Hall, Council Chambers

Council Present: Councillor Aylward
Councillor Craigmile
Councillor Edney
Councillor Lucas
Deputy Mayor Pridham

Council Regrets: Mayor Strathdee
Councillor Luna

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk

Conference Line
Richard Anderson, Director of Emergency Services
Grant Brouwer, Director of Building and Development
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Jennifer Knechtel, Director of Human Resources
André Morin, Director of Corporate Services / Treasurer
Jeff Wolfe, Infrastructure Services Manager

1. CALL TO ORDER

Deputy Mayor Pridham called the meeting to order at 6:00 pm.

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2023-07-25-01

Moved By Councillor Craigmile

Seconded By Councillor Lucas

THAT the July 25, 2023 regular Council meeting agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Community Safety Well-Being Plan Update

Kim McElroy and Greg Skinner presented the Community Safety Well-Being Plan update and responded to questions from Council.

Resolution 2023-07-25-02

Moved By Councillor Edney

Seconded By Councillor Aylward

THAT the delegation from Kim McElroy, Director of Social Services and Greg Skinner, Chief of Police regarding the Community Safety and Wellbeing Plan update be received.

CARRIED

6. ACCEPTANCE OF MINUTES

6.1 Special Council - June 27, 2023

Resolution 2023-07-25-03

Moved By Councillor Lucas

Seconded By Councillor Craigmile

THAT the June 27, 2023 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 Regular Council - June 27, 2023

Resolution 2023-07-25-04

Moved By Councillor Edney

Seconded By Councillor Lucas

THAT the June 27, 2023 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

7. CORRESPONDENCE

7.1 Heather Parkinson re: Truck Traffic

Resolution 2023-07-25-05

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT the correspondence from Heather Parkinson regarding truck traffic be received; and

THAT staff report back to Council regarding the Town's ability to manage truck traffic as a part of the pending Road Network Safety Plan

CARRIED

7.2 Town of Petrolia re: Increase Licensed Child Care Spaces

Resolution 2023-07-25-06

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT the correspondence from the Town of Petrolia regarding a call to Hon. Stephen Lecce, Minister of Education, for an increase in licensed child care spaces throughout Ontario be received; and

THAT Council for the Town of St. Marys supports the Town of Petrolia's resolution.

CARRIED

7.3 Optimism Place Women's Shelter and Support Services

Resolution 2023-07-25-07

Moved By Councillor Aylward

Seconded By Councillor Lucas

THAT the correspondence from Optimism Place Women's Shelter and Support Services regarding a request for financial support be received; and

THAT Council forward the financial information to staff for further consideration during the 2024 budget process.

CARRIED

8. STAFF REPORTS

8.1 Administration

8.1.1 ADMIN 42-2023 July Monthly Report (Administration)

Resolution 2023-07-25-08

Moved By Councillor Craigmile

Seconded By Councillor Aylward

THAT ADMIN 42-2023 July Monthly Report (Administration) be received for information.

CARRIED

8.2 Building and Development Services

8.2.1 DEV 45-2023 July Monthly Report (Building & Development)

Resolution 2023-07-25-09

Moved By Councillor Aylward

Seconded By Councillor Lucas

THAT DEV 45-2023 July Monthly Report (Building & Development) be received for information.

CARRIED

8.2.2 DEV 42-2023 Town of St. Marys Zoning By-law Housekeeping Amendments

Resolution 2023-07-25-10

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT DEV 42-2023 Town of St. Marys Zoning By-law Housekeeping Amendments be received; and

THAT Council direct staff to report back to Council with proposed Amendments to the Zoning By-law following consultation with the Town's Planning Advisory Committee.

CARRIED

8.2.3 DEV 44-2023 Repeal By-law 21-2022 Site Plan Agreement for 60 Road 120

Resolution 2023-07-25-11

Moved By Councillor Edney

Seconded By Councillor Aylward

THAT DEV 44-2023 Repeal By-law 21-2022 a Site Plan Agreement for 60 Road 120 be received; and,

THAT Council consider By-law 77-2023, being a By-law to repeal By-law 21-2022 which authorized a site plan agreement between The Corporation of the Town of St. Marys and Candice King and Donald King, for land described as Pt Block B S/S Queen St, Plan 228 St. Marys, Parts 1 & 4, 44R2881; S/T R95350, Town of St. Marys and municipally known as 60 Road 120.

CARRIED

8.3 Community Services

8.3.1 DCS 36-2023 July Monthly Report (Community Services)

Resolution 2023-07-25-12

Moved By Councillor Lucas

Seconded By Councillor Craigmile

THAT DCS 36-2023 July Monthly Report (Community Services) be received for information.

CARRIED

8.4 Corporate Services

8.4.1 COR 43-2023 July Monthly Report (Corporate Services)

Resolution 2023-07-25-13

Moved By Councillor Aylward

Seconded By Councillor Lucas

THAT COR 43-2023 July Monthly Report (Corporate Services) be received for information.

CARRIED

8.5 Fire and Emergency Services

8.5.1 FD 08-2023 July Monthly Report (Emergency Services)

Resolution 2023-07-25-14

Moved By Councillor Edney

Seconded By Councillor Aylward

THAT FD 08-2023 July Monthly Report (Emergency Services) be received for information.

CARRIED

8.6 Human Resources

8.6.1 HR 01-2023 July Monthly Report (Human Resources)

Resolution 2023-07-25-15

Moved By Councillor Craigmile

Seconded By Councillor Aylward

THAT HR 01-2023 July Monthly Report (Human Resources) be received for information.

CARRIED

8.7 Public Works

8.7.1 PW 45-2023 July Monthly Report (Public Works)

Resolution 2023-07-25-16

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT PW 45-2023 July Monthly Report (Public Works) be received for information.

CARRIED

8.7.2 PW 42-2023 Grand Trunk Trail Capital Improvement Project

Resolution 2023-07-25-17

Moved By Councillor Craigmile

Seconded By Councillor Aylward

THAT PW 43-2023 Grand Trunk Trail Capital Improvement Project report be received; and

THAT Council approve project #70 “Grand Trunk Trail Capital Improvement Project” to be added as an amendment to the Town’s 2023 Capital Plan with funding to be provided by donations as described in “PW 43-2023 Grand Trunk Trail Capital Improvement Project” report.

CARRIED

8.7.3 PW 44-2023 Municipal Engineering Services

Resolution 2023-07-25-18

Moved By Councillor Lucas

Seconded By Councillor Craigmile

THAT PW 44-2023 Municipal Engineering Services report be received; and

THAT BM Ross and Associates Ltd. be appointed as the Town’s municipal engineer of record for various infrastructure projects including but not limited to drinking water, wastewater, storm water, solid waste, transportation, structural and development review; and

THAT Council consider By-law 78-2023, being a by-law to appoint BM Ross and Associates Ltd as the Town’s municipal engineer of record and to authorize the Mayor and Clerk to sign the associated agreement to establish BM Ross and Associates Ltd. as the Town’s municipal engineer of record.

CARRIED

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

Resolution 2023-07-25-19

Moved By Councillor Edney

Seconded By Councillor Lucas

THAT Committee and Board minutes listed under agenda items 9.1.1 to 9.1.7 and 9.2.1 to 9.2.15 be received; and,

THAT the verbal updates provided by Council representatives on those Committee and Board meetings be received.

CARRIED

- 9.1.1 Bluewater Recycling Association - Coun. Craigmile**
- 9.1.2 Business Improvement Area - Coun. Aylward**
- 9.1.3 Huron Perth Public Health - Coun. Luna**
- 9.1.4 Library Board - Mayor Strathdee, Couns. Aylward and Pridham**
- 9.1.5 Municipal Shared Services Committee - Mayor Strathdee, Coun. Edney**
- 9.1.6 Spruce Lodge Board - Couns. Lucas, Luna**
- 9.1.7 Upper Thames River Conservation Authority - Coun. Craigmile**
- 9.2 Advisory and Ad-Hoc Committee Reports**
 - 9.2.1 Canadian Baseball Hall of Fame and Museum - Coun. Edney**
 - 9.2.2 Committee of Adjustment**
 - 9.2.3 Community Policing Advisory Committee - Couns. Edney and Luna**
 - 9.2.4 Downtown Service Location Review Committee - Mayor Strathdee, Coun. Pridham**
 - 9.2.5 Flats Revitalization Committee - Coun. Edney**
 - 9.2.6 Green Advisory Committee - Coun. Aylward**
 - 9.2.7 Heritage and Culture Advisory Committee - Coun. Lucas**
 - 9.2.8 Huron Perth Healthcare Local Advisory Committee - Coun. Luna**
 - 9.2.9 Planning Advisory Committee - Couns. Craigmile, Lucas**
 - 9.2.10 Recreation and Leisure Advisory Committee - Coun. Pridham**
 - 9.2.11 St. Marys Lincolns Board - Coun. Craigmile**
 - 9.2.12 St. Marys Minor Hockey Association Board - Coun. Craigmile**
 - 9.2.13 St. Marys Cement Community Liaison Committee - Couns. Craigmile, Edney**
 - 9.2.14 Stratford Perth Chamber of Commerce - Coun. Lucas**
 - 9.2.15 Town Hall Renovation Committee - Couns. Luna and Pridham**

10. EMERGENT OR UNFINISHED BUSINESS

None.

11. NOTICES OF MOTION

None.

12. BY-LAWS

Resolution 2023-07-25-20

Moved By Councillor Craigmile

Seconded By Councillor Lucas

THAT By-Laws 77-2023 and 78-2023 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

12.1 By-Law 77-2023 Repeal By-Law 21-2022 Site Plan Agreement for 60 Road 120

12.2 By-Law 78-2023 Appoint BM Ross and Associates Ltd as Engineer of Record and Authorize Agreement

13. UPCOMING MEETINGS

August 15, 2023 - 9:00 am, Strategic Priorities Committee

August 22, 2023 - 6:00 pm, Regular Council

14. CONFIRMATORY BY-LAW

Resolution 2023-07-25-21

Moved By Councillor Edney

Seconded By Councillor Aylward

THAT By-Law 79-2023, being a by-law to confirm the proceedings of July 25, 2023 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

15. ADJOURNMENT

Resolution 2023-07-25-22

Moved By Councillor Craigmile

Seconded By Councillor Lucas

THAT this regular meeting of Council be adjourned at 7:23 pm.

CARRIED

Al Stratheed, Mayor

Jenna McCartney, Clerk



MINUTES
Special Meeting of Council

August 15, 2023
9:00 am
Town Hall, Council Chambers

Council Present: Mayor Strathdee
Councillor Aylward
Councillor Craigmile
Councillor Edney
Councillor Lucas
Councillor Luna
Councillor Pridham

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk

Conference Line
Grant Brouwer, Director of Building and Development
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Jennifer Knechtel, Director of Human Resources
André Morin, Director of Corporate Services / Treasurer

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 9:00 am.

2. DECLARATION OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2023-08-15-01

Moved By Councillor Craigmile

Seconded By Councillor Luna

THAT the August 15, 2023 special meeting of Council agenda be accepted as presented.

CARRIED

4. SPECIAL MATTERS OF COUNCIL

4.1 ADMIN 43-2023 Review of Corporate and Strategic Priorities

Resolution 2023-08-15-02

Moved By Councillor Luna

Seconded By Councillor Pridham

THAT ADMIN 43-2023 Review of Corporate and Strategic Priorities report be received; and

THAT staff report back to Council with a recommendation on the corporate and strategic priorities for 2023/2024.

CARRIED

Council took a brief break at 10:10 am.

Mayor Strathdee called the meeting back to order at 10:18 am.

4.2 COR 44-2023 2024 Pre-Budget

Resolution 2023-08-15-03

Moved By Councillor Lucas

Seconded By Councillor Edney

THAT COR 44-2023 2024 Pre-Budget report be received; and

THAT Council approves the proposed 2024 timelines; and

THAT Council provides pre-budget approval for the following projects:

- Raw Sewage Pump Replacements
- Cured in Place Pipe Sewer Rehabilitations; and

THAT staff be directed to prepare a responsible 2024 budget with service levels reflecting the status quo, with further discussion to occur by Council during budget deliberations.

CARRIED

4.3 DEV 48-2023 - Part Lot Control Application, Lot 4, Registered Plan 44M-86 – 2503778 Ontario Inc.

Resolution 2023-08-15-04

Moved By Councillor Aylward
Seconded By Councillor Edney

THAT DEV 48-2023 regarding the Application for Part Lot Control for Lot 4 of Registered Plan 44M-86 be received; and

THAT Council consider By-law 80-2023, being a part lot control affecting Lot 4, Registered Plan 44M-86 for a one-year period, ending August 15, 2024.

CARRIED

5. UPCOMING MEETINGS

August 22, 2023 - 6:00 pm, Regular Council

September 12, 2023 - 6:00 pm, Regular Council

September 19, 2023 - 9:00 am, Strategic Priorities Committee

September 26, 2023 - 6:00 pm, Regular Council

6. BY-LAWS

6.1 By-Law 80-2023 Part Lot Control Exemption for Lot 4 44M-86

Resolution 2023-08-15-05

Moved By Councillor Pridham
Seconded By Councillor Lucas

THAT By-Law 80-2023, being a by-law to exempt from part lot control lot 4 of 44M-86, be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 By-Law 81-2023 Confirming

Resolution 2023-08-15-06

Moved By Councillor Craigmile
Seconded By Councillor Lucas

THAT By-Law 81-2023, being a by-law to confirm the proceedings of the August 15, 2023 special meeting of Council, be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

7. ADJOURNMENT

Resolution 2023-08-15-07

Moved By Councillor Pridham

Seconded By Councillor Aylward

THAT this special meeting of Council be adjourned at 11:18 am.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk

Christopher Swarthout
251 Park St. Box 2561
St. Marys, ON
N4X 1A4

Monday, August 14, 2023

Attention Al Strathdee and St. Marys Town Councilors:

I'm writing to inform you of a safety concern I have in regards to Park Street where it meets King Street at the curve. Also, the stretch of Park Street that goes past Cadzo park to Water Street.

My concern is there is no stop sign from Elizabeth Street until you reach Water Street. People have increasingly used this street as a way to avoid the lights down town. Not all people, but some, and repeat offenders, think this street is a raceway. They're able to pick up considerable speed in between Elizabeth street and Water street.

There have been several near misses at the curve with people going to fast and cutting the corner. I watched someone lose control of their vehicle and fishtail into my neighbors lane way. Moments before he and his kids had been playing hockey there. It could have been a disaster, if not deadly. Cadzo Park is also along this stretch of road with children and families crossing the street all day long. It's only a matter of time before someone gets seriously hurt or killed due to people being careless and speeding along this stretch of road.

My suggestion is to place several speed humps along this road or even at the curve. Possibly a yellow caution light, or even increased police presence in the area. I would be happy to come and speak with council on this matter. Otherwise, I'm looking forward to hearing from someone.

Regards,

Christopher Swarthout
Resident
St. Marys, Ontario
519-949-0189

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Administration

Date of Meeting: 22 August 2023

Subject: ADMIN 44-2023 August Monthly Report (Administration)

RECOMMENDATION

THAT ADMIN 44-2023 August Monthly Report (Administration) be received for information.

DEPARTMENTAL HIGHLIGHTS

1. CAO

Strategic Planning and Projects

- Corporate Strategic Plan Review and Update
 - RFP for this project will be issued once the public consultation phase of the Downtown Service Location Review is completed.
 - The Senior Leadership Team has completed an internal review of the strategic issues facing the community and the organization, and this was presented to Council on August 15.
 - The next steps are for the CAO to consolidate Council's identified priorities for presentation at the September 19 SPC meeting. Council will be asked to confirm their direction, and to prioritize priorities so that any immediate work can be budgeted for.
- Downtown Service Location Review
 - Steering Committee:
 - The next meeting of the Steering Committee has been delayed until after the summer.
 - Internal staff have reviewed the consultant's summary of the public engagement phase of this project. The next step is for the CAO to prepare a report for the committee to allow them to consider the feedback received and prioritize the services and programs the Town should offer in and around downtown.
 - Interior Demolition of 14 Church Street North
 - Final demolition plans are complete and under review by the Town's building department. Upon completion of this review, the tender will be issued by BM Ross.
- Community Transportation Project:
 - The County of Perth has provided formal notice to the Town that they have decided to Cancel Route B (Perth County South). Services will end August 31, 2023.
 - The Local Partnership Agreement with the City of Stratford and the Municipality of North Perth is set to expire September 30, 2023. Report for Council consideration to extend agreement scheduled for September 12, 2023.
 - Ridership:

Funding Period	Route A: Perth County North	Route B: Perth County South	Route 1: KW to Listowel	Route 2: KW to St. Marys	Route 3: London to Stratford	TOTALS
Funding Year 3: Nov 2020-Mar 2021	342	87	55	186	94	764
Funding Year 4: Apr 2021-Mar 2022	1116	578	872	978	1127	4671
Funding Year 5: April 2022	128	37	128	102	106	501
May 2022	143	38	110	168	64	589
June 2022	203	49	188	210	160	810
July 2022	320	120	209	335	227	1211
August 2022	250	104	140	296	252	1042
September 2022	258	112	136	362	153	1021
October 2022	211	96	140	297	189	933
November 2022	236	77	129	326	240	1008
December 2022	197	84	130	284	167	862
January 2023	213	76	146	328	201	964
February 2023	214	59	140	345	194	952
March 2023	342	123	269	460	276	1470
April 2023	304	97	228	363	299	1291
May 2023	335	163	285	361	320	1464
June 2023	342	168	389	509	315	1723
July 2023	343	193	488	442	319	1785
TOTALS	5497	2261	4182	6352	4703	23,061

- Community Outreach and Community Wellness:
 - **New Referrals:** 12 new individual referrals; continue to provide ongoing supports to other open files.
 - **Housing Supports:** Recent rise in eviction prevention cases – helping keep individuals/families in their home & help them avoid entering homelessness.
 - Ex. Connecting them to social services (Housing Stability Bank), Energy Assistance Programs, Community Legal Clinics etc.
 - **Community Connections:**
 - **Ukrainian Supports** Connected with Partners in Employment, Ukrainian support volunteers & employers in St. Marys to discuss collaboration/training ideas. As a result of this meeting, Partners in Employment is going to host connection event for employers in St. Marys to connect and discuss next steps in supporting Newcomers.
 - **Tenant BBQ:** supported & attended City of Stratford's tenant BBQ at the Perth & Stratford Housing Cooperation buildings (270 Queen St & 329 Jones St). The

goal of this BBQ is for service providers to build professional working relationships with tenants.

- **United Way Connection:** Met with United Way's Community Development Manager to discuss current trends, programs & services currently offered by the Town of St. Marys & within the community.
- **City of Stratford Outreach Team:** Connected with the new workers with the City of Stratford to discuss collaboration outreach supports/responses for homelessness.
- **Community Closet:** Volunteers recruited for Community Closet & training dates. Supported volunteers in the launch/developing policies & procedures for this project. Liaison between St. Marys service agencies & Community Closet volunteers (notifying service providers of this service)
 - **Launch date:** Sept 16/23 @ 9am – 12pm
 - **Opening Date:** Sept 25/23 2pm -6pm
- Continue with monthly peer supervision initiated with North Perth Community Outreach Worker

2. Clerks

Animal Control

- Current animal control service provider agreement set to expire on December 31, 2023. Entering negotiations to renew agreement for an extended period of time.

By-Laws

- Drafting the Records Retention By-law and will present to Council for consideration shortly.

By-Law Enforcement

Month	Parking	Noise	Animal	Other	Total
January	4	7	0	1	12
February	7	1	1	0	9
March	7	12	2	0	21
April	4	5	0	0	9
May	4	7	1	1	13
June	5	7	1	4	17
July	6	7	1	1	15

Data Management

- Request for Proposal for an electronic document and records management system has been published. Anticipating award for project to be presented to Council on September 12.

Lottery Licensing

- 13 licences have been licensed in 2023 to date.

Refreshment Vehicle Licensing

- To date:
 - 18 refreshment vehicles have applied to operate in St. Marys in 2023
 - 3 annual licences issued (newest location at 481 Water Street South)
 - 7 vehicles have returned to St. Marys at least on one occasion.

SPENDING AND VARIANCE ANALYSIS

None.

Report Approval Details

Document Title:	ADMIN 44-2023 August Monthly Report (Administration).docx
Attachments:	
Final Approval Date:	Aug 16, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Brent Kittmer, Chief Administrative Officer
Date of Meeting:	22 August 2023
Subject:	ADMIN 45-2023 Collaborative Relationships for Extended Services Partnership Agreement with AMDSB

PURPOSE

The purpose of this report is to bring forward a partnership agreement with the Avon Maitland District School Board (AMDSB) that will enable the Town's Community Outreach Worker to support students within school spaces.

RECOMMENDATION

THAT ADMIN 45-2023 Collaborative Relationships for Extended Services Partnership Agreement with AMDSB report be received; and

THAT Council consider By-law 83-2023, being a by-law to authorize the Mayor and the Clerk to sign a Collaborative Relationships for Extended Partnerships Agreement with the Avon Maitland District School Board.

BACKGROUND

All lower-tier and single-tier municipalities in Perth County are mandated by the *Police Services Act* to have Community Safety and Wellbeing plan. The municipalities have collaborated to have a joint plan that is overseen by an Executive Partnership Council. The Council is made up of one senior representative of each participating municipality.

Council meetings are held monthly with a key goal of information and knowledge sharing. One of the key outcomes of this approach to date are new partnerships and collaborations.

Through these meetings, each month the CAO provides an update on the work of the Town's internal Community Wellness Committee and the Community Outreach Worker. The Executive Partnership Council is very much interested in the Town's approach as a local committee is one method of implementing the goals and tactics of the CSWB.

REPORT

As a result of this knowledge sharing, the Avon Maitland District School Board has contacted the Town seeking a Collaborative Relationships for Extended Services (CRES) Partnership Agreement with the Town. The CRES agreement would enable the Town's Community Outreach Worker to have the ability to enter AMDSB Schools to use their space while supporting student clients in the school.

A copy of the CRES policy and agreement is attached to this report. The policy sets out the AMDSB's purpose and goals for the program, and the agreement will guide the relationship if Council agrees to enter into it. The agreement is the AMDSB standard, and it simply sets out their expectations for the Town (and the Community Outreach Worker) as an external agency providing service.

The CAO has reviewed the agreement and there is nothing within it that should be concerning to the Town. The standard requirements for insurance and confidentiality are familiar to the Town, and the more specific requirements regarding the Community Outreach Worker’s work in the school are similar to job requirements the position already completes while supporting clients in the third-party operated spaces. Of note, the relationship is such that there will be no fees charged or recovered by either party.

FINANCIAL IMPLICATIONS

None.

SUMMARY

Staff have met with AMDSB representatives and are recommending that Council approved the attached CRES agreement. Having the agreement will not cause the Community Outreach Worker to have any additional workload. It will provide flexibility for the position to be able to provide support to student clients within the school.

The Municipality of North Perth currently has a CRES agreement with AMDSB for their community outreach program and has reported it to be both successful and beneficial.

STRATEGIC PLAN

- ☐ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #X Balanced Growth: providing public services and service levels to attract and retain youth and newcomers.

OTHERS CONSULTED

Brittany Petrie, Community Outreach Worker

Report Approval Details

Document Title:	ADMIN 45-2023 Collaborative Relationships for Extended Services Partnership Agreement with AMDSB.docx
Attachments:	Collaborative Relationships for Extended Services Partnership Agreement with AMDSB and Work Procedure
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer

AVON MAITLAND DISTRICT SCHOOL BOARD

ADMINISTRATIVE PROCEDURE

NO. 120

SUBJECT: COLLABORATIVE RELATIONSHIPS FOR EXTENDED SERVICES (CRES) PARTNERSHIP AGREEMENT

Legal References: *Education Act, R.S.O. 1990, c. E-2, Operation of Schools - General, R.R.O. Reg. 298: Section 11(3)(o) Duties of Principal: Cooperation with Residents/Industry/Business/Agencies; Municipal Freedom of Information and Protection of Privacy Act; Ministry of Education Policy/Program Memorandum 149: Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals and Paraprofessionals*

Related References: *Administrative Procedure (AP) 103 Management of Personal Information; AP 140 Technology: Responsible Use and Security; AP 160 Access to School Premises; AP 161 BYOD - Bring your own device; AP 194 Privacy Breach Protocol; AP 195 Freedom of Information and Protection of Privacy; AP 351 Code of Conduct; AP 410 Environmental Health and Safety; AP 551 Community Planning and Partnerships*

Avon Maitland District School Board (AMDSB or Board) is committed to working effectively with parents/guardians, external service providers and community agencies to promote student well-being and academic achievement for all students. Service agreements are recognized as mutually beneficial and supportive arrangements between a school and an external mental health, physical health or social service agency. These agreements may supplement, but not duplicate, the services of AMDSB Professional Student Services Personnel and Paraprofessionals.

1.0 Definitions

External Agency: an organization, external to the School Board, that employs regulated health professionals, regulated social services professionals and/or paraprofessionals.

Board PSSP Staff: School board-employed professional student services personnel (PSSP) and/or paraprofessionals that are represented by a bargaining agent recognized under the *Labour Relations Act, 1995*, as amended from time to time.

Professional Student Services Personnel and Paraprofessionals:

- Audiologists, as defined by the *Audiology and Speech-Language Pathology Act, 1991*
- Speech-language pathologists, as defined by the *Audiology and Speech-Language Pathology Act, 1991*
- Occupational therapists, as defined by the *Occupational Therapy Act, 1991*
- Physiotherapists, as defined by the *Physiotherapy Act, 1991*
- Psychologists, as defined by the *Psychology Act, 1991*
- Psychological Associates, as defined by the *Psychology Act, 1991*
- Social workers, as defined by the *Social Work and Social Service Work Act, 1998*

- Other regulated professionals and/or paraprofessionals who are deemed by the school board to be essential for the delivery of programs and services for students, including students with special education needs.
- Any future regulated categories will also be covered by the protocol.

Collaborative Relationships for Extended Services (CRES) Agreement (“CRES Agreement”): A formal, written agreement entered by the AMDSB with the External Agency which outlines the terms and conditions of the relationship. A template is attached at Appendix A.

CRES Advisory Committee: An internal Board committee chaired by the Superintendent of Learning Services, or designate, and composed of System Principal(s), the Mental Health Lead, designated board management staff, and designated unionized staff representing PSSP and other paraprofessionals.

2.0 Responsibilities:

2.1 CRES Advisory Committee:

- 2.1.1 The CRES Advisory Committee (“CRES Committee”) will review this AP annually and ensure that revisions to established CRES Agreements entered thereunder will be completed and posted on the AMDSB website by January 1st of each school year.
- 2.1.2 The CRES Committee will convene at least two (2) times yearly to review current, pending and amended CRES Agreements. The CRES Committee shall monitor the progress of the CRES Services and set priorities based on needs identified in the Board Improvement and Equity Plan.
- 2.1.3 The CRES Committee will convene as required to address CRES Agreement applications, and any issues related to conflicts, disputes or issues related to the CRES Agreements or Services performed thereunder.

Annually, the CRES Committee Chair will ensure that school principals are made aware of new and existing CRES Agreements including when new CRES Agreements have been approved, details related to the Services offered, and timelines applicable to the CRES Agreements.

2.2 External Agency:

- 2.2.1 The External Agency is responsible for adhering to the CRES Agreement. Any requests to amend the CRES Agreement, the terms and conditions thereunder, including the terms related to Services provided, must be submitted for review and approval by the CRES Advisory Committee prior to any change in service.
- 2.2.2 The External Agency shall employ appropriately skilled staff to provide the Services required by the AMDSB, including, but not limited to, Regulated Health Professionals and/ or Regulated Social Service Professionals and/or staff who are supervised by Regulated Health Professionals and/or Regulated Social Service Professionals (e.g. Member of the College of Psychologists of Ontario and/or member of the Ontario College of Social Workers and Social Service Workers and/or

member of the College of Registered Psychotherapists of Ontario). The External Agency is responsible for supervising and evaluating the performance of its employees.

2.2.3 The External Agency shall provide evidence of comprehensive malpractice and general liability insurance, naming AMDSB as an additional insured, with limits in an amount of not less than \$2,000,000.00 per occurrence.

2.2.4 In consultation with AMDSB, the External Agency shall ensure the appropriate consents have been obtained to provide service and/or access to service. In cases of whole classroom support, a copy of the required letter informing parent/legal guardian(s) of the Services being offered is appended to the CRES Agreement.

2.2.5 The External Agency shall maintain confidentiality and security of all confidential information, personal information and personal health information collected from Board students, staff and families in accordance with applicable Board policies and procedures (including related to privacy and cyber-security) and the External Agency's professional responsibilities. Confidential and personal information will not be collected, used or disclosed except in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Education Act*, the *Personal Health Information Protection Act* (PHIPA), the *Child, Youth and Family Services Act* (CYFSA), any other applicable laws, or as required by law.

- Should the External Agency be required to disclose confidential or personal information, it shall advise the Board prior to doing so and permit the Board the opportunity to make submissions should it choose to do so.

2.26 The External Agency shall ensure that physical space that is used in the AMDSB's property is maintained in the condition it was found after each session and undertakes to clean and/or repair damage to the space or equipment that results from the External Agency's use of the space.

2.27 Upon completion of the Agreement term the External Agency will provide the CRES Advisory Committee an evaluation of the effectiveness of the service provided including: case-load evidence, anecdotal reports, feedback from service providers and service recipients.

2.3 Principal

2.3.1 The Principal shall outline emergency response procedures to External Agency staff when they are providing service in the school building.

2.3.2 The Principal is responsible for the education program. Any programming recommendations made by the External Agency are suggestions only.

2.3.3 The Principal is responsible for monitoring access to school premises and refusing access if the principal determines that the presence of a person is detrimental to the physical or mental well-being of the pupils.

2.3.4 The Principal is responsible for maintaining order and discipline in the school.

2.4 Director of Education

2.4.1 If a conflict or dispute between the External Agency and School Board is not resolved by the CRES Committee, the matter shall be referred to the Director of Education and the designated lead of the External Agency.

2.4.2 The Director of Education has authority to terminate the Agreement if the conflict or dispute cannot be resolved, at the sole discretion of the Director of Education.

3.0 CRES Agreement Eligibility

CRES Agreements may be entered in respect of interventions that involve individual students, groups of students, classroom programs or school-wide initiatives. Examples of services that may be brought forward for consideration are those that involve External Agency staff meeting with student(s) at school to provide counselling, assessments or physical, psychological, behavioural or emotional interventions/supports.

Examples of applications that would not be approved include:

- Direct services being offered in the school, by External Agency staff, during the school/work day (including lunch/nutrition breaks) that is not directly supporting curriculum and/or is a duplication of service provided by Board PSSP Staff (e.g. individual, small group or whole class sessions that constitute psycho-educational sessions, counselling, therapy, or other services provided by Board PSSP Staff, etc.).
- Those that violate the Board PSSP collective agreement.

Examples of services that do not require approval by the CRES Advisory Committee:

- One-time guest speaker that supports the Ontario Curriculum and are educational in nature; guest speakers do not provide counselling services and do not require CRES agreements.
- Agencies renting school space to provide programming outside of the school day. These agencies should be directed to the Community Use of Schools portal.

4.0 Term of Agreement

Long term agreements shall be valid between September 1st and Aug 31st of the current school year and renewed annually where applicable.

For short term agreements, the parties agree that the term of the agreement will be specified in the Collaborative Relationships for Extended Service Partnership Agreement.

**EXTERNAL COLLABORATION
AGREEMENT and APPLICATION
BETWEEN**

Avon Maitland District School Board
("AMDSB") AND

(NAME OF EXTERNAL AGENCY)

This external collaboration is a mutually beneficial arrangement between the AMDSB and (External Agency) with the goal of providing expanded opportunities to enhance student success.

TERMS OF THE Agreement:

AMDSB agrees to:

1. Maintain a CRES Advisory Committee chaired by the Superintendent of Learning Services, or designate, and composed of senior leaders designated board management staff, and designated unionized staff representing PSSP and other paraprofessionals.
2. Monitor the progress of the Services and set priorities based on needs identified in the Board Improvement and Equity Plan.

External Agency agrees to:

3. Provide the Services ("the Services") as described in the CRES Agreement "Required Documentation." The External Agency shall employ appropriately skilled staff to provide the Services required by the AMDSB, including, but not limited to, Regulated Health Professionals and/ or Regulated Social Service Professionals and/or staff supervised by Regulated Health Professionals and/or Regulated Social Service Professionals (e.g. Member of the College of Psychologists of Ontario and/or member of the Ontario College of Social Workers and Social Service Workers and/or member of the College of Registered Psychotherapists of Ontario) .
4. The External Agency is responsible for supervising and evaluating the performance of its employees.
5. In consultation with AMDSB, the External Agency shall ensure the appropriate consents from students and/or parents/guardian(s) have been obtained to provide service and/or access to service.
 - a. In cases of whole classroom support, a copy of the required letter informing parent/legal guardian(s) of the Services being offered is appended to the CRES Agreement.
6. Without limiting the generality of paragraphs 13 and 14 of this Agreement, maintain confidentiality and security of all confidential information, personal information and personal health information collected from Board students, staff and families in accordance with applicable Board policies and procedures (including related to privacy and cyber-security) and the External Agency's professional responsibilities. Confidential and personal information will not be collected, used or disclosed except in accordance the *Municipal*

Freedom of Information and Protection of Privacy Act (MFIPPA), the Education Act, the Personal Health Information Protection Act (PHIPA), the Child, Youth and Family Services Act (CYFSA), any other applicable laws, or as required by law.

- a. The AMDSB shall be provided the opportunity to make submissions in respect of any disclosure that the External Agency may make or may be required to make.
7. Ensure that upon arrival at a school, External Agency staff register at the main office and carry a visitor's pass. Upon departure, External Agency staff are required to sign out at the main office.
8. Ensure that space that is used on Board property is maintained in the condition it was found after each session and undertakes to clean and/ or repair damage to the space or equipment that results from the External Agency's use of the space.
9. Operate in a manner consistent with AMDSB's policies and procedures including, but not limited to: AP 120 Collaborative Relationships for Extended Service Agreements; AP 160 Access to School Premises; AP 103 Management of Personal Information; AP 195 Freedom of Information and Protection of Privacy; AP 351 Code of Conduct; AP 410 Environmental Health and Safety; AP 161 BYOD (Bring your own device) - Use of personally owned computing devices on School and Board networks.
10. The External Agency acknowledges that AMDSB is subject to statutory and other requirements, including the *Education Act*, privacy legislation, and collective agreements that govern AMDSB operations.

Criminal Background Checks – Vulnerable Sector Screening (VSS):

11. The External Agency will maintain, at its cost, current VSS records of all individuals engaged in providing Services further to this Agreement. Each Party acknowledges and agrees that the safety and wellbeing of students is of paramount importance. The External Agency shall not permit any individual to be in contact or communicate with students or have access to student's personal information or personal health information where that individual's VSS result raises reasonable cause for concern relative to the safety and well-being of Services participants.

Insurance:

12. The External Agency shall acquire and keep in full force and effect throughout the Term of this Agreement, and any extension or renewal thereof, comprehensive malpractice and general liability insurance, naming AMDSB as an additional insured, with limits in an amount of not less than \$2,000,000.00 per occurrence. Upon execution of this Agreement, the External Agency shall provide evidence that such insurance is in place, unless such evidence has already been provided.

Confidentiality:

13. Further to paragraph 7, the parties agree that Confidential Information means all information or material that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential and includes personal information and personal health information about an identifiable individual.

14. Further to paragraph 7, the External Agency agrees to ensure that during and following the Term of this Agreement the confidentiality and security of all Confidential Information will be maintained by the External Agency, and that the Confidential Information will not be disclosed or used except in compliance with MFIPPA, the *Education Act*, PHIPA, the CYFSA, any other applicable laws, or as required by law.

Dispute Resolution:

15. In the event that a dispute between the parties arises, the CRES Advisory Committee and representatives of the External Agency will meet at a mutually agreeable time to resolve the dispute.
16. If the conflict between the External Agency and Board cannot be resolved by the CRES Advisory Committee, the matter will be referred to the Director of Education and the designated lead of the External Agency. If there is no resolution to the dispute, the Agreement may be terminated at the sole discretion of the Director of Education of the Avon Maitland District School Board without notice.

Payment of Fees:

17. The External Agency agrees and acknowledges that no fees will be charged for programs and/or services it provides to the students of AMDSB.

Location Requirement:

18. If a physical space within a school is required to provide the Services, the External Agency will consult with the Principal of the School to confirm and arrange a location within a school to provide the Services.
19. If applicable, the External Agency is responsible for completing the AMDSB Community Use of Schools Permit. The permit must be issued prior to commencement of the Services.
20. The External Agency agrees to leave the space in the condition it was found after each session and pay, as deemed required by the AMDSB, to clean the space and/or repair damage to the space or equipment in the space as a result of the External Agency's use of the space.
21. In the event that the AMDSB becomes unable to provide the location to the External Agency, all obligations of the AMDSB to provide space to the External Agency shall immediately cease.

Indemnification:

22. The External Agency shall defend, indemnify and hold harmless the AMDSB, its successors and assigns, its employees, officers, directors, agents, and elected officials with respect to any costs, claims, damage or damages, proceedings, applications or actions, or other liability or potential liability arising out of, or in any way related to the use of any and all school premises, CONFIDENTIAL INFORMATION, resources, equipment, and the External Agency shall assume overall responsibility and liability for, and arising in any way out of, the Service or Service activities, including liability arising directly or indirectly from the conduct of the External Agency staff and other persons present on, or in school premises for purposes related to the Services provided.

Assignment and Subcontracting:

23. The External Agency shall not assign or sub-contract or in any way transfer this Agreement, or any of its rights, privileges, duties or obligations hereunder without the consent of the AMDSB first being obtained in writing, which consent may be arbitrarily withheld.

Applicable law:

24. This Agreement is governed by the laws of Ontario.

Evaluation:

25. Upon completion of the Agreement term the External Agency will provide the CRES Advisory Committee an evaluation of the effectiveness of the Service provided, including: case-load evidence, anecdotal reports, feedback from service providers and service recipients. The CRES Advisory Committee will make recommendations to the Director of Education or designate with regards to the cessation, continuation or modification of the External Collaboration Agreement.

Termination:

26. This Agreement may be terminated by the Director of Education or designate or External Agency by (i) mutual consent or (ii) upon thirty days written notice delivered to the other party.
27. The Director of Education may terminate this Agreement without notice if the External Agency fails to comply with any of the requirements contained in this Agreement.
28. The Director of Education may terminate this Agreement without notice in accordance with paragraph 16.
29. The AMDSB may refuse access to the school premises by the External Agency staff at any time.

Term of Agreement:

30. A CRES Agreement that is deemed a "Long Term Agreement" shall be valid between September 1st and Aug 31st of the current school year and renewed annually with prior approval of the CRES Committee in accordance with this Agreement
31. Short term agreements are any agreement that is less than one school year.
32. This CRES Agreement is a
- Long term agreement: from Sept 1, (year) _____ to Aug 31, (year) _____
 - Short term agreement: from _____ to _____

Amendment of Agreement:

33. Any requests from the External Agency to amend the CRES Agreement, the terms and conditions thereunder, including the terms related to Services provided, must be submitted for review and approval to the CRES Advisory Committee prior to any change in service being effected.

Severability:

34. The invalidity or unenforceability of any clauses of this Agreement shall not affect the validity or enforceability of any other clause of this Agreement, which shall remain in full force and effect.

Notice Delivery:

35. All notices and other communications required or permitted under this Agreement shall be in writing to the Director of Education and designated lead of the External Agency.

Addresses:

Avon Maitland District School Board, 62 Chalk St. N. Seaforth, N0K 1W0

External Agency Address:

Signed this ____ day of ____ 20____

Name of External Agency _____

Signature of External Agency designated lead _____

Date: _____

I have authority to bind the External Agency

AMDSB CRES Advisory Committee Chair signature _____

Date: _____

AMDSB Director of Education _____

Date: _____

I have authority to bind the Board

Required Documentation

Original signed CRES Application and Agreement will be filed at the AMDSB Education Centre;
a copy will be provided and retained by the External Agency

SERVICES CURRENTLY AVAILABLE

Current Services Provided by AMDSB

Professional Services:

- Psychological Services
- Speech-Language Services
- Mental Health Counsellors

Services Currently delivered by External Agencies (August 31, 2022)

Big Brothers Big Sisters Kincardine
Big Brothers and Big Sisters South Huron
Choices For Change
Community Counselling Centre Exeter
Emily Murphy Centre
Huron Women's Shelter
Huron Hospice
Huron Safe Homes for Youth
Huron Perth Centre
Huron Perth Public Health Unit
Mental Health and Addiction Nurse (MHAN) and Home and Community Care South West (HCC)
Rural Response for Healthy Children
Salvation Army Youth Service - Goderich
Victim Services Huron
YMCA of Three Rivers

FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jenna McCartney, Clerk

Date of Meeting: 22 August 2023

Subject: **ADMIN 47-2023 Records Retention By-law and Records Management Program**

PURPOSE

This report presents information related to establishing a retention schedule and records management program for municipal records of the Corporation.

RECOMMENDATION

THAT ADMIN 47-2023 Records Retention By-law and Records Management Program report be received; and

THAT Council consider By-law 85-2023, being a by-law to establish a schedule of retention periods for the records of The Corporation of the Town of St. Marys.

BACKGROUND

Under the *Municipal Act, 2001*, as amended, all municipalities in Ontario are required to keep records. The Town's records are an important part of demonstrating decisions and actions taken and are used during investigations and when requested by the public under the *Municipal Freedom of Information and Protection of Privacy Act*. Failure to be able to provide records when requested would put the Town at risk during any litigation claims of Freedom of Information Requests.

Each municipality in Ontario is required to have a records retention schedule in place per section 255 of the *Municipal Act*. A retention schedule categorizes municipal operations into functional areas and outlines specific documentation, responsible departments, and retention periods. A retention schedule establishes a foundation for the development of a records management strategy for the Town. Establishing retention schedules is a fundamental tool to reduce risk and support effective and efficient management of the Town's information. Timely disposal of records that have completed their scheduled retention periods protects the Town's legal interests, protects the interests of citizens especially through protection of their privacy, and reduces administrative costs for storage and retrieval while contributing to effective access to relevant and current information by Town administrators and citizens.

A Records Management Program builds upon the foundation set by the retention schedule. A Records Management Program is a set of procedures that control or monitor records during their entire lifecycle from creation or receipt to disposal. The procedures will assist staff in determining best practices when creating, classifying, storing, and disposing records.

The Town does not have a retention schedule or a Records Management Program presently, but is in the process of establishing both as this gap was a critical finding and opportunity for improvement recommended out of the cyber incident debrief.

REPORT

The Town maintains both paper and electronic records without an approved retention schedule. Upon initiating a thorough examination of the Town's records, the Clerk's Department discovered the need to establish a retention schedule. The Town has procured a retention schedule that follows TOMRMS (The Ontario Municipal Records Management System) and additional services from The Information Professionals. The Information Professionals complete an annual review of pertinent legislative changes relative to municipal records and provide compliance services to more than half of the municipalities in Ontario. The Clerk's Department has consulted the Senior Management Team to ensure departmental buy-in for the retention schedule and to accommodate unique needs for specific records. Scope notes have been developed in addition to the retention schedule to assist Town staff in determining the appropriate category for any particular record.

A Records Management Program is in development to inform staff of records management procedures. The Records Management Program is being developed to:

- Ensure that Town records are created, used, disposed of and preserved in a systematic manner;
- Ensure that access is provided to records in compliance with applicable access and privacy legislation;
- Fulfill the Town's legal obligations pertaining to document classification, management and retention;
- Identify and protect the Town's essential and historical records;
- Define authorities, responsibilities and accountabilities for Records Management; and
- Foster government accountability and transparency by promoting and facilitating good recordkeeping.

The Records Management Program will include definitions, information, and procedures pertaining to:

- Roles And Responsibilities
 - Records Management Coordinator (The Clerk or Their Delegate), Records Liaisons (Department Directors, CAO), Archivist, Technology Staff, and All Town Employees
- Records Classification
 - TOMRMS Classification Structure, Modifications, Unused Classification Headings & Omissions, Standard Naming Conventions, Labelling Physical Records, Labelling Electronic Records
- Records Retention
 - Records Ownership, Retention Periods, Records Storage, Personal Information, Review and Updates
- Records Disposition
 - Records Holds, Record Destruction, Permanent Storage & Archival Records, Documentation
- Electronic Records
 - EDRMS, Backup, File Formats, Digitization, Migration and Media Transfers, Archiving Electronic Records, Destruction/Expungement, Audit Trails, Voicemail, Email, Financial Records, Information Databases and Orphan Data, Surveillance Video
- Transitory Records

- Website Content
- Employee Logbooks
- Vital Records
- Routine Disclosure of Records
- Records And Outside Organizations

An electronic document and records management system (EDRMS) is a best practice that can be used by the Town to manage retained records efficiently and securely. An EDRMS is a software system that combines enterprise content management (a host with capabilities) with the document management and records management lifecycle and has the ability to facilitate collaboration between individuals, project team members and departments or across the entire Corporation. The Town has published a Request for Proposal for an EDRMS. The Bid Closing Date is August 15, 2023. Staff are anticipating award for project to be presented to Council in September 2023.

Staff are developing presentations for training sessions to be delivered to Town staff. The information sessions will provide introductory information pertaining to records retention, life cycle of a record, records management program, and routine disclosure. Staff are developing more in-depth presentations to be delivered to the Senior Management Team.

By-law 85-2023 requires approval from Council before the implementation of a records retention schedule. The by-law to be brought forward for Council's consideration will include a retention schedule as an appendix. The draft by-law and accompanying schedule may be found in the By-Law section of the August 22, 2023 agenda package.

FINANCIAL IMPLICATIONS

Annual subscription to TOMRMS \$350

EDRMS included in 2023 capital budget

SUMMARY

The Town requires a retention schedule for municipal records. Staff are presenting a draft retention schedule to Council for consideration by by-law. A Records Management Program that outlines work procedures is in development. Staff will report to Council at a later date with a Routine Disclosure policy that itemizes records that the municipality will provide to the public without proceeding through the freedom of information path.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Sophie Thorpe, Policy Assistant

Senior Management Team

Town Solicitor

Report Approval Details

Document Title:	ADMIN 47-2023 Record Retention By-law and Records Management Program.docx
Attachments:	
Final Approval Date:	Aug 16, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer

FORMAL REPORT

To: Mayor Stratthdee and Members of Council

Prepared by: Jenna McCartney, Clerk

Date of Meeting: 22 August 2023

Subject: **ADMIN 48-2023 Animal Control Agreement**

PURPOSE

To provide Council with a draft agreement with the Humane Society of Kitchener-Waterloo & Stratford-Perth for animal control services for the period of 2024-2028.

RECOMMENDATION

THAT ADMIN 48-2023 Animal Control Agreement report be received; and

THAT Council delegate the authority to the Chief Administrative Officer to negotiate minor details of the agreement following the review by the Humane Society; and

THAT Council consider By-law 84-2023, being a by-law to authorize an agreement with Humane Society of Kitchener-Waterloo Stratford Perth for animal control services.

BACKGROUND

The Humane Society of Kitchener-Waterloo & Stratford-Perth (the “Humane Society”) has provided animal control services to the Town since September 8th of 2020, when an interim agreement with the Humane Society was authorized by By-law 78-2020, and later under an agreement authorized on June 8th of 2021 as By-law 58-2021 for a three-year term to December 31, 2023. The Humane Society continues to provide animal control services to the Town, and staff are satisfied with the quality of service provided by the Humane Society to date.

REPORT

Staff have drafted the attached agreement with the Humane Society to ensure the continued provision of animal control services to the Town for a further five (5) year period, beginning on January 1st of 2024. The enclosed draft agreement matches the content of the previous agreement with the Humane Society except for the following alterations, which have been made to reflect the current services proposal offered by the Humane Society:

- Sub-section 2.6 has been altered to clarify that the Humane Society receives ownership of all unclaimed animals after their holding period expires.
- Sub-sections have been added to section 5 of the agreement, namely sub-section 5.2 to regulate the maximum number of service calls and housed animals covered per year under the annual fee for the Humane Society’s services and the charge for further services beyond these totals, 5.4 to clarify that impound fees can be charged by the Humane Society to owners of animals impounded for longer than 24 hours, and 5.5 to clarify that veterinary services provided to owned animals will be charged to the owner of the animal in question.

- The term of the agreement has been set in sub-section 7.1 at five (5) years, from January 1st of 2024 to December 31st of 2028.
- The fee information provided in Schedule B of the agreement has been amended to include the updated annual charge to the municipality for the Humane Society's services for 2024, and to clarify the manner in which annual increases will be calculated for future years. It has also been amended to include the fees to the municipality associated with animal service calls and impoundments in excess of the maximum totals given in sub-section 5.2 of the agreement, and to clarify the fee to which private property owners are eligible for calls relating to wildlife on private property.

The Executive Director of the Humane Society is completing a final review of the draft agreement simultaneously to the Town of St. Marys. Staff are requesting that Council delegate the authority to the Chief Administrative Officer to negotiate minor details of the agreement that may arise following the Humane Society's review.

FINANCIAL IMPLICATIONS

The cost of the Humane Society's services charged to the municipality under the proposed agreement consist of an annual fee set at \$10,533.21 for the year of 2024, with further annual fees to increase each year equivalent to the Ontario Consumer Price Index's inflation figure.

SUMMARY

Staff have been satisfied with the services provided by the Humane Society to date and recommend to Council that the draft agreement be approved.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Kathrin Delutis, Chief Executive Officer, Humane Society of Kitchener-Waterloo & Stratford Perth

Report Approval Details

Document Title:	ADMIN 48-2023 Animal Control Agreement.docx
Attachments:	- 2024 Agreement draft.docx
Final Approval Date:	Aug 15, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

Hereinafter called the "Town"

OF THE FIRST PART

-and-

THE HUMANE SOCIETY OF KITCHENER WATERLOO & STRATFORD PERTH, carrying on
business as "Stratford-Perth Humane Society"

Hereinafter called the "Humane Society",

OF THE SECOND PART

WHEREAS the Humane Society is a registered non-profit charitable organization established for the purpose of promoting the humane treatment of, and the prevention of cruelty to, animals, and subject to the *Provincial Animal Welfare Services Act*, 2019, S.O. 2019, c.13-Bill 136 ("PAWS");

AND WHEREAS the *Municipal Act*; 2001 and other provincial legislation contain provisions relating to animals, including provisions authorizing municipalities to pass by-laws relating to animals;

AND WHEREAS the Council of The Corporation of the Town of St. Marys has passed and will hereafter pass by-laws relating to animals;

AND WHEREAS under agreement, the Town has contracted certain animal services including the Town's pound keeper on behalf of the Town;

AND WHEREAS the Humane Society currently owns land at 125 Griffith Road, Stratford herein referred to as "the Land", and owns the animal shelter building and its fixtures and equipment herein referred to as the "Animal Shelter" located on the Land, and uses the Land and Animal Shelter for its operations as a Humane Society in addition to the provision of Animal Services under agreement to the Town;

AND WHEREAS the Parties hereto deem it desirable that the Humane Society provide the Animal Services to the Town for a fee pursuant to the terms and conditions as set out herein;

NOW THEREFORE for good and valuable consideration, the Parties hereto covenant and agree as follows:

1.0 DEFINITIONS

1.1 "Animal" means any member of the domestic or wild animal kingdom, other than a human.

1.2 "Animal Control Officer" means a person or class of person employed by the Humane Society and designated by By-law of the Town appointed by a person to which the power of appointment may be delegated by By-law of the Town to enforce Town by-laws and legislation respecting animals, as listed in Schedule "A" of this agreement and as amended, from time to time.

- 1.3 "Animal Services" means the services provided by the Humane Society for the Town as set out in Part 2.0 of the agreement.
- 1.4 "Domestic" in a relation to an animal means an animal kept by a person for pleasure or companionship.
- 1.5 "Protective Care" means care provided when an animal has been removed from a home, usually by the police, where the owner is deceased, incarcerated or hospitalized.
- 1.6 "Stray period" means as defined in the Pounds Act; R.S.O. 1990, c. P.17.
- 1.7 "Veterinarian" means a person registered under the Veterinarians Act; R.S.O. 1990, c. V.3.

2.0 ANIMAL SERVICES

The Humane Society shall provide the Animal Services for the Town as identified in this Agreement.

- 2.1 The Humane Society shall enforce the Town's by-laws as listed in Schedule "A" (which forms part of this Agreement) respecting animals including Town by-laws regarding licensing, running at large, number of pets, cat identification, biting dogs, pet shops / kennels, exotic animals, noise complaints, animal waste, animal control and keeping of animals and shall also enforce the *Dog Owner's Liability Act* R.S.O. 1990, c. D. 16.
- 2.2 The Humane Society shall employ and supervise qualified Animal Control Officers and shall provide such officers with training, vehicles, uniforms and communication equipment and to pay all costs of such officers, training, vehicles, uniforms and communication equipment. The scheduling of shifts of the Animal Control Officers shall be as provided for in this Agreement and may be revised as mutually agreed upon by the Town and the Humane Society from time to time.
- 2.3 The Humane Society shall ensure that veterinarian services are available at all times to provide necessary treatment to any impounded animal.
- 2.4 The Humane Society shall provide and operate an Animal Shelter within the City of Stratford for stray domestic animals, equipped with suitable ventilation, heating, and cooling facilities and all other equipment necessary for the proper operation of an Animal Shelter to provide for the comfort of the animals in accordance with applicable law.
- 2.5 The Humane Society shall provide the ability to segregate animals from the general population, as may be ordered by the Medical Officer of Health, or any other person or persons having the authority to order the quarantine of animals, for the period of time so required.
- 2.6 The Humane Society shall receive ownership of and provide for adoption or final disposition of all unclaimed animals after the holding periods have expired.
- 2.7 The Humane Society shall dispose of animals found dead or lawfully impounded and lawfully destroyed, pursuant to applicable law.
- 2.8 The Humane Society shall receive, impound and hold for claiming by the lawful owners, any domestic animal delivered to the Humane Society's Animal Shelter or

captured, received or impounded by Animal Control Officers or other duly authorized persons and to dispose of unclaimed domestic animals by adoption or destruction in accordance with this agreement.

2.9 The Humane Society shall release any impounded animal from the Animal Shelter once the animal is registered and identified, if applicable, according to Town by-laws.

2.10 Where an animal is being held under Protective Care, or the subsequent impoundment period, the Humane Society shall:

2.10.1 Make all reasonable efforts to maintain contact with the owner of every Protective Care Animal to ensure that it returns home or is placed with an alternative care giver as designated by the owner.

2.10.2 Except as provided for in 2.10.3, keep every Protective Care Animal for 120 hours, (excluding the 3 day on which the Protective Care Animal is held) then transfer the animal to impounded status, at which time the *Pounds Act* shall apply.

2.10.3 Despite 2.10.2, euthanize and dispose of any Protective Care Animal prior to the expiration of 120 hours if, in the opinion of a duly licensed veterinarian, it is advisable to do so and where reasonable efforts to locate and receive approval from the owner of the animal have failed.

2.10.4 Provide veterinary care to Protective Care Animals as required to sustain the life of the animal and/or relieve undue pain and suffering.

2.11 The Humane Society shall collect from the lawful owner or his/her authorized agent and retain all pound fees and destruction fees levied by the Humane Society in accordance with the fees established by the Humane Society.

2.12 The Humane Society shall provide for the licensing and registering of dogs and cats adopted from the Humane Society to residents of the Town pursuant to applicable Town by-laws, collect license and registration fees as provided for in this Agreement, provide tags, and maintain a licensing and registration database in respect of which the Humane Society shall adopt an access to information policy analogous to the access regime under the *Municipal Freedom of Information and Protection of Privacy Act*. The Humane Society acknowledges that such a database is intended to be, subject to any other applicable privacy law, a record under the control of the Town for purposes of the *Municipal Freedom of Information and Protection of Privacy Act*. The Humane Society shall comply with all applicable privacy law with respect to all of its employees and volunteers, directors and agents.

2.13 Without limiting the foregoing, the Humane Society shall ensure that an Animal Control Officer and/or Animal Care staff shall respond and take appropriate action with respect to all requests for services in the Town which relate to:

2.13.1 Animals entrapped by Animal Control Officers, Animal Care staff, or Town staff to be freed and properly released or disposed of in accordance with applicable law.

2.13.2 Dead animals on Town streets and lands, to be collected and disposed of in accordance with applicable law.

2.13.3 Sick or injured animals or animals that are dangerous to the public on Town

streets and lands in accordance with applicable law.

2.13.4 Dead animals on private property in the Town, to be collected and disposed of in accordance with applicable law and subject to a disposal fee at the Humane Society's discretion as set by the Humane Society.

2.13.5 Nuisance, domestic cats, dogs and cats found at large, licensing of dogs and cats and control and keeping of animals in the Town, in accordance with applicable law.

2.13.6 Possible dog or cat attacks or threatening situations on another animal, person

2.14 Wildlife nuisance calls to the Humane Society may be referred to wildlife professionals.

2.15 The Humane Society shall ensure that when on duty, Animal Control Officers shall:

2.15.1 Be dressed in a suitable uniform and carry an appropriate identification badge.

2.15.2 Respond to and investigate complaints, provide warnings where appropriate, obtain evidence, and lay charges as required.

2.15.3 Appear and give evidence in enforcement proceedings as required on behalf of the Town.

2.16 The Humane Society shall ensure that Animal Control Officers shall investigate all incidents involving dog aggression and where appropriate shall assist the Town with proceedings under the applicable Town By-laws and/or *Dog Owners' Liability Act*, R.S.O. 1990, c. D. 16. including the pit bull provisions of the Act, and any regulations thereunder, as amended from time to time or any successor thereto.

2.17 The Humane Society shall ensure that where a dog or cat found at large has been apprehended, the Animal Control Officer takes appropriate action, which may include:

2.17.1 Reasonable attempts to return the dog or cat to the lawful owner,

2.17.2 Such actions as required to ensure that a license is purchased if the dog or cat at large is unlicensed.

2.17.3 Impounding a dog or cat at the Animal Shelter as deemed necessary by the Humane Society.

2.17.4 During an appropriate offence notice under the *Provincial Offences Act* R.S.O. 1990. c. P. 33. or other applicable legislation.

2.18 The Humane Society shall ensure that a qualified Animal Control Officer assesses all stray injured domestic animals and determines whether veterinarian care is required and to arrange for appropriate veterinarian case to alleviate pain/suffering of the animals.

2.19 The Humane Society shall promote a better understanding of animal control issues with citizens and promote the Town 's by-laws, the benefits of spaying and neutering of dogs and cats, promote the sale of identification tags as provided for in the Town's Animal Control By-law at every opportunity and to undertake such other public education of animal issues for residents of the Town of St. Marys as deemed appropriate in

consultation with the Town.

2.20 The Humane Society shall ensure that no animals impounded at the Animal Shelter are knowingly released for research purposes.

3.0 SERVICE HOURS

The Humane Society shall provide the Animal Services pursuant to this Agreement in accordance with the following minimum performance standards.

3.1 The Humane Society shall provide Animal Control Services, including answering telephone calls, between the hours of:

3.1.1 Monday to Friday (holidays excepted) 9:00 am and 5:00 pm

3.1.2 Saturday and Sunday (holidays excepted) Emergency Services Only

3.1.3 Holidays Emergency Services Only

3.2 The Humane Society shall provide animal control officers sufficient to render the services required under this Agreement and shall provide sufficient staff to meet the provisions of service for St. Marys.

3.3 The Humane Society shall operate and keep open to the public, the Animal Shelter during the following days and times:

3.3.1 Monday to Friday (holidays excepted) 10:00 am to 5:00 pm

3.3.2 Saturday (holidays excepted) 12:00 Noon to 4:00 pm

3.3.3 Sunday (holidays excepted) 12:00 Noon to 4:00 pm (not open to the public but staff available should public require access to take in animal)

3.3.4 Holiday hours as determined by the Humane Society and to be published for the awareness of the public.

3.4 The Humane Society shall respond to emergency services telephone calls in the Town of St. Marys on a 24-hour, 7-days per week, 52-weeks per year basis that this Agreement is in effect. An answering service may be used during the hours that the Animal Shelter is not open to the public and such service shall relay pertinent information to the caller, including a means of contacting the Animal Control Officer in the event of an emergency. An emergency call is deemed to be a request from an authorized representative of the Town or Stratford Police Services to respond to an injured animal or an animal which is dangerous to the public but does not include stray dogs or cats which come into the possession of a resident of the Town of St. Marys. The Humane Society will respond to emergency calls from Stratford Police Services within the Town relating to injured, sick, distressed, and suspected rabid, vicious, or biting animals within 1 (one) hour of receiving the complaint.

3.5 All impounded animals will be given appropriate daily care, including feeding, watering, and twice-daily exercising.

3.6 All animal cages, crates, kennels and surrounding areas on the Land will be cleaned and disinfected daily.

- 3.7 The Humane Society will respond to any call received during regular daily patrol hours, of a dog or domestic cat running at large in the Town within 2 (two) hours of receiving the complaint.
- 3.8 The Humane Society will respond to any call received regarding the *Dog Owner's Liability Act* within 48 (forty-eight) hours of receiving the complaint.
- 3.9 The Humane Society shall respond to any call from the public regarding an injured animal on town roads within 2 (two) hours of receiving the call.
- 3.10 The Humane Society will respond to any call received during regular daily patrols regarding a dead animal in the Town within 24 (twenty-four) hours of receiving the call for domestic animals and 48 hours for wildlife.
- 3.11 The Humane Society will respond to all other calls regarding animals in the Town with 72 (seventy-two) hours of receiving the complaint.
- 3.12 The Humane Society shall conduct after-hours patrols in the Town if determined necessary by the Town.
- 3.13 The Humane Society will patrol the Town in accordance with this Agreement, in a vehicle appropriately maintained and identified as a vehicle providing animal services, and equipped with cages in compliance with applicable laws and regulations.
- 3.14 The Humane Society shall actively pursue the registration of all exotic/restricted animals in the Town, as defined in the Town's Animal Control By-law.
- 3.15 The Humane Society shall ensure that Animal Control Officers exercise proper animal quarantine procedures.
- 3.16 The Humane Society shall effectively deal with the public in the conduct of providing animal services and foster good relations.

4.0 RECORDS

- 4.1 On or before the fifteen-day of January of each year during the term of this Agreement, the Humane Society shall provide the Town with a record of transactions conducted on behalf of the Town in the previous 12 months. The records shall include:
 - 4.1.1 Number of animals Impounded via Seized Investigation by month and categorized by type of animal – Dog, Cat, and Wildlife/Other;
 - 4.1.2 Number of animals Impounded At Large by month and categorized by type of animal – Dog, Cat, and Wildlife/Other;
 - 4.1.3 Number of animals Surrendered by Owner by month and categorized by type of animal - Dog, Cat, and Wildlife/Other;
 - 4.1.4 Number of animals Impounded Claimed by Owner by month and categorized by type of animal - Dog, Cat, and Wildlife/Other;
 - 4.1.5 Number of animals Impounded Adopted to New Owners by month and categorized by type of animal - Dog, Cat, and Wildlife/Other
 - 4.1.6 Number of animals Picked up Injured by month and categorized by type of animal - Dog, Cat, and Wildlife/Other

- 4.1.7 Number of animals Picked up Dead by month and categorized by type of animal - Dog, Cat, and Wildlife/Other
 - 4.1.8 Number of After Hours Calls by month and categorized by type of animal - Dog, Cat, and Wildlife/Other
 - 4.1.9 Requests for Service by month and categorized by type of animal - Dog, Cat, and Wildlife/Other
 - 4.1.10 Identification tags sold for licences or registrations;
 - 4.1.11 Dog attacks and bites reported to the Humane Society, and the number of proceedings commenced under the *Dog Owner's Liability Act*;
 - 4.1.12 Other pertinent information regarding Animal Services as may be requested in writing by the Town, acting reasonably.
- 4.2 The Humane Society shall retain digitized records regarding licences and Animal Services, including Animal Control Officer reports, pursuant to the provisions of the Town's Record Retention By-law, as amended from time to time or any successor thereto.

5.0 FEE FOR SERVICE

- 5.1 The Town shall pay the Humane Society an annual fee in accordance with Schedule "B" herein for the services specified in this Agreement for each year of the term of this Agreement, payable annually in advance. The Humane Society shall submit to the Town documentation as determined necessary by the Town.
- 5.2 The Humane Society shall provide the services of up to 85 animal control calls and housing of up to 85 animals under the annual fee provided in Schedule "B", with any animal control calls or animal housing in excess of these amounts being charged to the municipality at the additional fee per call and animal housed given in Schedule "B."
- 5.3 The Humane Society shall be entitled to keep the revenue from impound and adoption fees.
- 5.4 Where animals found at large are impounded and held for a period greater than 24 hours, the Humane Society shall charge impound fees for the time in excess of 24 hours to the owner, and the Humane Society shall retain all such fees.
- 5.5 In cases in which the Humane Society provides care to injured animals which are the property of an owner, the Humane Society will charge veterinary costs to the owner.
- 5.6 The Humane Society shall keep and maintain all proper books, records, accounts, documents, and vouchers necessary to record all financial transactions and as required by law in connection with its operations. The Humane Society shall at all times comply with all reporting and other requirements by law as a registered charity.
- 5.7 The Humane Society shall be responsible to pay any taxes which may be levied against the Land and the Animal Shelter pursuant to applicable legislation.
- 5.8 Attached as "Schedule B" and forming part of this Agreement is a schedule of fees for service for the provision of Animal Services for the Town.

6.0 INSURANCE AND INDEMNIFICATION

- 6.1 The Humane Society shall maintain throughout the term of this Agreement commercial general liability insurance in an amount of not less than \$5 million (\$5,000,000) including cross liability and non-owned auto. The Town shall be named as an additional insured, which respect to the Humane Society's operations and all obligations assumed under this Agreement, including insurance against loss or damage resulting from bodily injury, including death, to one or more persons and loss of or damage to property arising from the performance of this Agreement by the Humane Society, its employees and agents. The Humane Society shall maintain their own property insurance for their buildings, stock and equipment to a limit that a prudent owner would maintain. The Humane Society shall also maintain throughout the term of this Agreement its own Directors and Officers insurance policy. The Humane Society shall also maintain Ontario automobile liability insurance to a limit of not less than \$5 million (\$5 million) covering any owned, leased or rented vehicles. The costs to the Humane Society of maintaining its own insurance are considered operating expenses of the Humane Society.
- 6.2 The Humane Society shall provide to the Town a certified copy of such policy or a certificate on the Town Certificate form thereof within 2 (two) weeks after the Humane Society executes this Agreement, and thereafter on an annual basis prior to expiry.
- 6.3 The Humane Society shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Humane Society, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall not be limited to the amount of any insurance required to be provided by the Supplier in accordance with the terms of this Agreement and shall survive the termination or other expiry of this Agreement.
- 6.4 The Humane Society agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Humane Society's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Humane Society in accordance with this Agreement and shall survive this Agreement.

7.0 TERM AND TERMINATION

- 7.1 The term of this Agreement shall be five (5) years, commencing January 1, 2024, to and including December 31, 2028. This agreement can be extended for two (2) additional one (1) year extensions subject to mutual agreement by both parties.

7.2 Where either party commits a material breach of this Agreement, the non-offending party shall, by written notice, grant the offending party ninety (90) days to rectify the breach or to otherwise take corrective action to the satisfaction of the non-offending party.

7.3 Where a party to this Agreement has committed a material breach, the non-offending party may, subject to Section 7.2 herein, terminate the Agreement on one hundred and eighty (180) days written notice. Where the Town committed the material breach leading to the termination of the Agreement, the Town shall provide payment to the Humane Society in the amount equal to the prorated contract fee as defined in Schedule B to meet the defined levels of service set out in this Agreement during the notice period. Such payment shall be construed as liquidated damages and not as a penalty.

8.0 GENERAL

8.1 The Humane Society shall not assign or transfer in any manner this Agreement without the prior written consent of the Town, acting reasonably.

8.2 The Humane Society shall throughout the term of this Agreement maintain its status as an independent registered charity.

8.3 Notice for the purpose of this Agreement shall be deemed effectively given to the Humane Society, if delivered or mailed addressed to the:

Executive Director
Kitchener-Waterloo Humane Society
250 Riverbend Drive
Kitchener ON N2B 2E9

or such other address as the Humane Society shall have advised the Town in writing; and to the Town, if delivered or mailed addressed to the:

Town Clerk
The Corporation of the Town of St. Marys
P.O. Box 998, 175 Queen Street East
St. Marys, ON N4X 1B6

or such other address as the Town shall have advised the Humane Society in writing.

8.4 Any notice or communication given by personal delivery, courier or by electronic means shall be deemed to have been given and received on the day of actual delivery thereof. Any notice or communication given by facsimile transmission shall be deemed to have been given and received on the next business day following the day on which it was successfully sent. Any notice or communication given by registered mail shall be deemed to have been given and received on the 5th (fifth) business day following the date of mailing.

8.5 No condoning or overlooking by the Town or the Humane Society of any default breach, or non-observance by the other shall operate as a waiver of such party's rights hereunder in respect of any continuing or subsequent default or breach. All rights and remedies herein are cumulative and alternative.

8.6 The Town and the Humane Society shall meet as a minimum, on an annual basis to

review this Agreement and any relevant or related animal services.

8.7 This agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings whatsoever with respect to its subject matter and may not be amended except in writing duly approved and executed by the Town and the Humane Society.

8.8 There are no conditions, warranties, representations, or other agreements in connection with this Agreement except as specifically set out herein.

8.9 If any part of this Agreement shall be declared illegal or unenforceable by a court of competent jurisdiction, it shall be severed from and deemed never to have formed a part of this Agreement, and the remainder of this Agreement shall remain in full force and effect and enforceable in accordance with its terms.

8.10 This Agreement shall be construed and governed by the laws of the Province of Ontario.

8.11 All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person or a corporation or partnership.

8.12 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

8.13 The preparation of this Agreement shall not be deemed to be an offer to the Humane Society and no agreement or contract between the parties hereto shall arise or exist except through the execution of the Agreement by the Humane Society and by the Town after same has been authorized by Town Council.

8.14 This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their respective officers who are duly authorized to do so.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF ST. MARYS

MAYOR – Al Strathdee

CLERK – Jenna McCartney

THE HUMANE SOCIETY OF KITCHENER

WATERLOO & STRATFORD PERTH

EXECUTIVE DIRECTOR – Kathrin Delutis

I have the authority to bind the Humane Society

This is Schedule A
to the
Agreement dated the 1st day of January 2024

- 1) Animal Control By-law 56-2023
- 2) *Dog Owners' Liability Act*, R.S.O. 1990, c.D.16 and Regulations thereunder
- 3) *Provincial Animal Welfare Services Act*, 2019, S.O. 2019, c.13-Bill 136 ("PAWS")
- 4) *Pounds Act*, R.S.O. 1990, c.P.17
- 5) *Animals for Research Act*, R.S.O., 1990, c.A.22

This is Schedule B
to the
Agreement dated the 1st day of January 2024

- 1) For services other than licensing services, the Town shall pay to the Humane Society the amount of 1.366 per 2021 census x annual CPI increase. Annual increases for the duration of the contract to be equivalent to the Ontario Consumer Price Index (CPI) inflation figure, based on the CPI for the preceding year. Additionally, the amount will be recalculated in 2027 by using the adjusted per person price and the new base population number based on the census results (the "Population Adjustment") from the 2026 census. The Population Adjustment will continue to apply from that point onward, for the remainder of the term.
- 2) Licensing and Registration Fees:
 - a. Collected by Humane Society - 100% of revenue from dog and cat tags sold at the Humane Society's Animal Shelter shall be returned to the Town.
 - b. Retained by Town - 100% of revenue from dog and cat tags sold by the Town.
- 3) Night patrols or extended patrol hours authorized by the Town in advance - \$75.00 per hour, three-hour minimum.
- 4) Animal control calls and housed animals in excess of the amount stated in the contract will be charged to the municipality at \$150 per call and \$150 per animal housed. Such fees are inclusive of all boarding and veterinary costs.
- 5) Wildlife on private property will be charged to the property owner at \$75 per call.

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Building and Development

Date of Meeting: 22 August 2023

Subject: DEV 47-2023 August Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 47-2023 August Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Building

- Please see Attachment A for building permit and inspection details.

Planning – Applications

Miscellaneous	
Pre-Consultation for Planning Applications	<ul style="list-style-type: none"> Two (2) pre-consultation meetings held between July 14, 2023, and August 3, 2023. Total of twelve (12) pre-consultations in 2023. As indicated in the previous report, Town staff are coordinating with several potential applicants to move their applications to submission. Applications are starting to trickle in. Staff are anticipating several application submissions late summer /early fall.
Zoning Compliance Letters and Releases	<ul style="list-style-type: none"> Zero (0) Zoning and Compliances letters issued between June 15, 2023, and July 14, 2023. A total of nine (9) Zoning and Compliance letters will be issued in 2023. Additional letters to be issued in late July. Two (2) Subdivision Agreement Release issued, total of four (4) releases issued.
Minor Variances	
275 Victoria Street (A00-2023)	<ul style="list-style-type: none"> Application for Minor Variance being considered regarding front yard setbacks. Application being reviewed for completeness.
Severances	

	<ul style="list-style-type: none"> Working towards closing several consent to sever files that were provisionally approved by the Committee of Adjustment.
Official Plan (OPA) and Zoning By-law (ZBLA) Amendments	
	<ul style="list-style-type: none"> No new applications.
Site Plan Agreement	
925 Queen Street East (Storage Building)	<ul style="list-style-type: none"> Application for Site Plan Agreement received. Comments returned to the Applicant the week of February 14, 2022.
275 Victoria Street (Building Expansion)	<ul style="list-style-type: none"> Application for Site Plan Agreement received on September 15, 2022. Application deemed complete mid-May. First Submission review completed by Town staff and returned to Applicant on July 13, 2023. Awaiting submission of Second Submission.
60 Road 120 (Storage Containers)	<ul style="list-style-type: none"> Town review of Application has been completed. Site Plan Agreement approved by CAO.
769 Queen Street East (Townhouse Development)	<ul style="list-style-type: none"> Application for Site Plan Agreement received on May 1, 2023. Town staff currently reviewing Second Submission, intend to return comments to Applicant week of August 21, 2023.
575 James Street South (Building Expansion)	<ul style="list-style-type: none"> Application for Site Plan Agreement received on July 24, 2023. Town staff currently reviewing First Submission, intend to return comments to Applicant week of August 14, 2023.
Subdivision Agreements / Draft Plan of Condominium	
165 Egan Avenue	<ul style="list-style-type: none"> Application received for vacant land condominiums; Town staff have reviewed the application and asked the Applicant to provide additional detail. Application to be presented to the Planning Advisory Committee on July 31, 2023. Town staff to commence technical review prior to public meeting at Council.
275 James Street South (DPC 01-2023)	<ul style="list-style-type: none"> Application for Draft Plan of Condominium (DPC) approved by Council. Notice of Decision has been released, and Draft Conditions provided to the Applicant. No appeals received.
Community Improvement Plan (CIP)	
Pre-Consultations for Community Improvement Plan:	<ul style="list-style-type: none"> Zero (0) pre-consultation meetings held between June 15, 2023 and July 14, 2023.

Approved CIP Applications:	<p>127 Queen Street East (CIP-02-2023)</p> <ul style="list-style-type: none"> • Approved for the (a) Commercial Conversion Agreement and (b) Building and Site Improvement Grant <p>6 Water Street South (CIP-03-2023)</p> <ul style="list-style-type: none"> • Approved for (a) Façade and Signage Improvement Grant and (b) Building and Site Improvement Grant <p>36 Water Street South (CIP-04-2023)</p> <ul style="list-style-type: none"> • Approved for (a) Façade and Signage Improvement Grant and (b) Building and Site Improvement Grant <p>147 Queen Street East (CIP-05-2023)</p> <ul style="list-style-type: none"> • Approved for Façade and Signage Improvement Grant <p>10 Water Street North (CIP-06-2023)</p> <ul style="list-style-type: none"> • Approved for (a) Façade and Signage Improvement Grant and (b) Building and Site Improvement Grant. <p>112 Queen Street East (CIP-07-2023)</p> <ul style="list-style-type: none"> • Approved for Downtown Rental Housing Unit Grant
Allotment	<ul style="list-style-type: none"> • Community Improvement Plan: \$44,529.61 • Heritage Grant: \$9,994.00

Planning – Strategic Projects

- Completing due diligence on Town Owned Land for possible future housing development.
- Started with Phase 1 of “Updating the Town’s Community Improvement Plan”. Working on the framework for attainable housing to be included in the CIP.
- Met with the Town Solicitor to further discuss the Municipal Capital Facilities By-law, and the framework for attainable housing to be included in the CIP.
- The CMHC portal for the Housing Accelerator Fund (HAF) has been opened and the Town is making an application, this closes on August 18th 2023.
- Working with the Communications Department to roll out a six-month communications plan “Why not in my Back Yard” in St Marys to help residents get a better understanding of housing in St Marys.

Facilities – Operational

- Lind Sportsplex – the auto door opener for the Water Street door was not working properly. Hudson Lock were called, and they reset the door and cleaned the door opener buttons.
- Lind Sportsplex – The source of the water leak into the canteen area has been identified and staff are meeting with contractors to fix the issue. Staff brought in R&D Development to seal two cracks in the concrete inside the lounge patio doors. No leaks have been reported since repairs were completed.
- Teddy’s Field – storage room lock not working properly. Hudson Lock was called in to clean the lock and reset locking pins.
- Town Hall – The elevator at Town Hall dropped the programing during a power outage. Delta Elevator was called to site and re-programed the control panel. The elevator was out of service for 4 days.

- Teddy's Field – A second key lock was installed at the request of the canteen operators. There are now two key locks, one with a canteen key and the second with a key to the storage room and washrooms.
- Facilities Staff working on Operational and Capital budgets for 2024 & 2025.
- Kin Gazebo – this facility was vandalized on or before July 27th. Staff found several of the spindles in the handrail had been broken and removed. Staff have removed the broken spindles and nails. Staff are currently scheduling the repair of the spindles.
- Town Hall – on July 27, the gas meter for the building was replaced by Enbridge Gas.
- Child Care Center – Facility staff were informed that the east shed had a water leak. Staff investigated and determined that the rain was gaining access between the battens and the boards. Staff secured the batten with additional screws and then silicone between the batten and the board to seal the concerned area.

Facilities – Capital

- Town Hall First Floor Renovation – Council approved the project to move to the tendering process. Staff have been working with Ritz Architecture to get the pre-tender process completed and the tender process started. The pre-tender document has been posted and closed on August 9th.
- Town Hall Slate Roof Replacement – Work has progressed well on the project. Robertson Restoration have removed all the old slate and installation of the new slate on the north roof has been completed and the west roof is completed. The new drip edge detail has been installed and the two east chimneys that require pointing should be completed this week. These are the two change orders that have been approved. During the Council tour it was noted that the West Gable end masonry needed to be restored. This change order has been approved and the pointing has been completed. The slate install on the west and north roofs has been completed. Scaffolding has been removed from the west and north sides of the building with only the staircase on the north side remaining. Work has now switched to the installation of the slate on the east roof.
- Library CEO Office – Construction started on May 25 with the Library closing for two-day May 25 & 26 so that most of the construction could be completed. The new office has been built, the two existing offices have been renovated and painted. The one doorway from the existing office to the customer service desk has been closed in, the remaining door has had a “barn door” installed to allow for separation of the office area from the desk area. All areas of construction have been painted. The installation of the CEO office door has been finished, completing the project.
- Train Station Interior & Exterior Painting – RFQ has been written, updating painting colors and awaiting scheduling window to complete document.
- Lind Roof Restoration – Contract was awarded to Keller Roofing and Sheet Metal. Work to be completed by September 30th.
- MOC Roof Restoration - Council awarded the project to Atlas-Apex Roofing and the project is to commence the week of July 17th. Roof repairs have been completed and are awaiting the scheduling of the application of the aluminum treatment.
- Cemetery Office Roof Replacement – Council report written for May 23 meeting. Project was awarded to Atlas-Apex Roofing at the May 23 Council Meeting. Staff are awaiting the scheduling of the work.

- Town Hall Artistic Lighting – RFP written, and documents posted. Closing occurs on May 3rd. There were zero submissions for this project. Staff have been in contact with a couple of the vendors that acquired the bidding documents to find out why they did not submit a quote.
- Lind Sportsplex Painting – Project has been awarded to Myers Painting. The project commenced on June 26 and was completed on July 29th.
- Lind Sportsplex Furnace Replacement – This project has been awarded to Forman Electric. Staff are awaiting scheduling for the work.
- Town Hall Elevator Upgrades – RFQ documents posted. Site tour occurred on August 3 with 3 vendors attending. Closing to occur on August 16.
- Milt Dunnell Field Washroom Upgrades – Facilities staff submitted a report with 3 concepts for Council to review at the July 18 Strategic Priorities Committee meeting. Council advised staff to proceed with Option #3, one universal washroom and 5 unisex washrooms. Staff were directed to meet with Lawn Bowling Club to confirm design of the Lawn Bowling Club House area then move forward with the tendering process. Staff have confirmed the design with the Lawn Bowling Club and submitted a report to Council for the August 22 Regular Council meeting.

SPENDING AND VARIANCE ANALYSIS

Not at this time.

Report Approval Details

Document Title:	DEV 47-2023 August Monthly Report (Building and Development).docx
Attachments:	
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer



Attachment A: Building Department Monthly Summary

Building and Development Services Department

Table 1. Monthly Totals (as of August 1, 2023)

Yearly Dwelling Unit Break Down

Year	Building Permits	Year to Date	Dwelling Units for the Month	Year to Date	Single Family Dwelling	Semi Detached	Townhouse Unit	Accessory Dwelling Units	Apartment unit
2023	12	66	0	16	2	8	4	2	0
2022	144	144	0	55	17	4	28	3	3
2021	162	162	0	72	20	4	42	6	0

Table 2. Annual Totals

Year	Building Permits	Dwelling Units	Construction Value
2023	66	16	\$ 15,033,908.00
2022	144	55	\$ 33,148,700.00
2021	162	72	\$ 42,174,405.00
2020	166	72	\$ 38,801,203.00
2019	134	52	\$ 16,751,000.00
2018	172	53	\$ 22,875,651.00
2017	168	36	\$ 18,825,719.00
2016	120	38	\$ 14,244,002.00

There were **65** appointments made this month from the Building Department.

The Building Department presently has **3** permits waiting for payment.

The Building Department presently has **7** permits under review.

The Building Department presently has **10** new permit applications waiting to be transferred to "in review" (Permits in this section have outstanding documentation)

There were **10** inspections on properties with old outstanding permits

There were **0** inspections on properties with old outstanding pool permits from 2018-2022

The Department was proactive on **5** property for long grass and issued work orders to our contracted service to follow through on Property Standards orders. These properties are presently being cleaned up



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	22 August 2023
Subject:	DEV 49-2023 - Part Lot Control Application, Lot 5, Registered Plan 44M-86 – 2503778 Ontario Inc.

PURPOSE

The purpose of this report is to provide Council with a summary and recommendations as it pertains to the Application for Part Lot Control for Lot 5 of Registered Plan 44M-86.

RECOMMENDATION

THAT DEV 49-2023 regarding the Application for Part Lot Control for Lot 5 of Registered Plan 44M-86 be received; and

THAT Council consider By-law 82-2023, being a part lot control affecting Lot 5, Registered Plan 44M-86 for a one-year period, ending August 22, 2024.

BACKGROUND

Part lot control is a power used by public authorities to prohibit a property owner from conveying a part of a lot from a registered plan of subdivision without approval from the appropriate authority. Section 50(7) of the *Planning Act* provides Council with the authority to exempt or suspend part lot control on parcel(s) of land to allow for further land division by passing a by-law which is registered on title. Exemptions from part lot control are typically requested for semi-detached and townhouse lots due to the difficulty in building common walls between dwelling units precisely along property lines. An exemption from part lot control allows for lot lines to be fixed along the common walls of built foundations/walls.

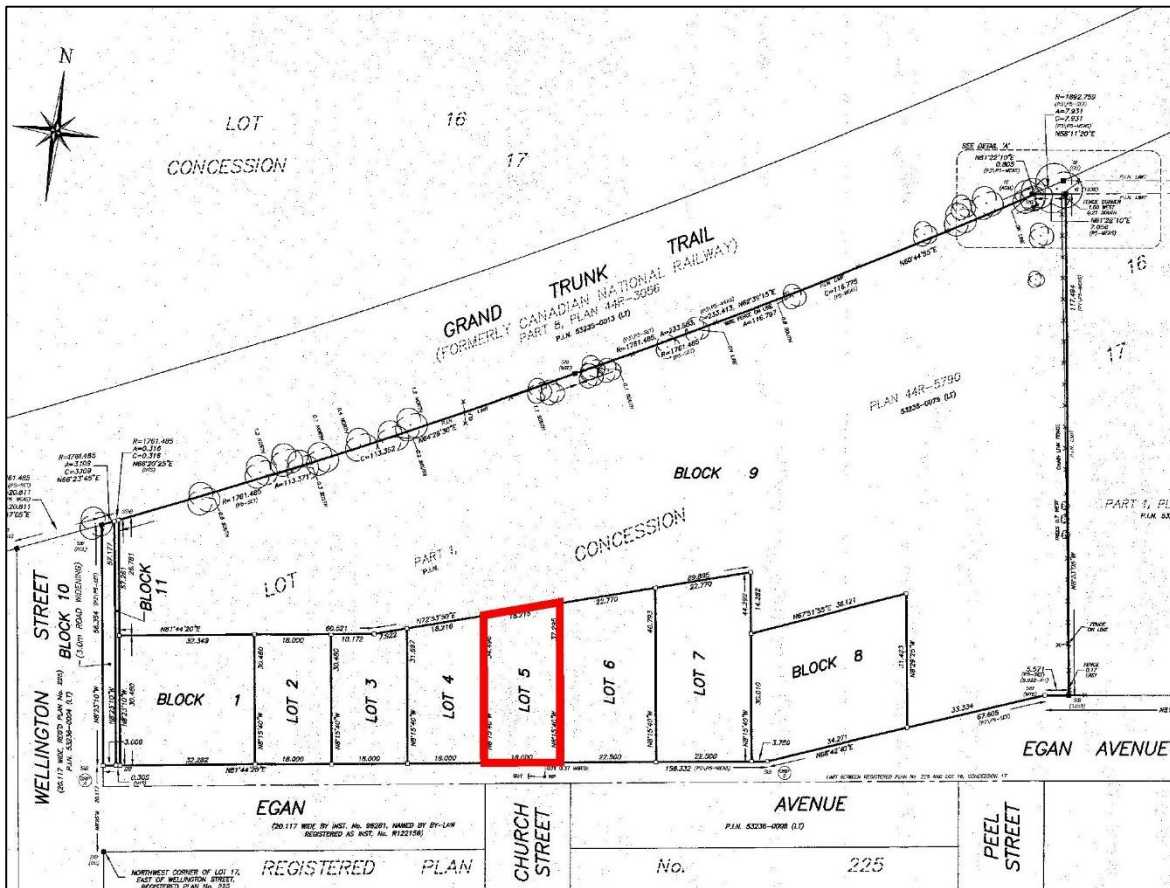
Council has approved policies for the implementation of exemption from part lot control under certain circumstances, including the creation of parcels for semi-detached dwellings. Each by-law must include a lapse date to ensure part lot control is re-instated on the properties.

On July 14, 2022, Plan of Subdivision 44M-86 was registered to permit the development of 52 residential dwelling units (8 semi-detached, 6 street townhouse, 8 dwelling units in 2 'attached duplex' buildings, 30 vacant land condominium townhouses).

REPORT

An Application for Part Lot Control has been received seeking to subdivide this block for the purposes of building semi-detached units along common party walls. The Application is for Lot 5 in Plan 44M-86 as shown on Figure 1 for the creation of a total of two semi-detached lots.

Figure 1 – Lot 5, 44M-86



Lot 5 is designated Residential in the Official Plan and zoned “Residential Zone Four (R4-13)” according to the Town’s Zoning By-law which permits semi-detached dwellings.

Provincial and local policies were considered and implemented through the registration of the plan of subdivision and approval of zoning. An exemption to part lot control allows for orderly and appropriate development of this plan of subdivision. The request is consistent with Council’s procedures and part lot control implementation guidelines.

FINANCIAL IMPLICATIONS

\$1,085 Part Lot Control Fee per Application

SUMMARY

An exemption from part lot control does not involve a public process under the *Planning Act* and as such, public notification is not required.

As the Application meets the requirements for part lot control exemption and constitute good planning, it is recommended that Council approve By-law No. 82-2023 to exempt part lot control for Lot 5 of Registered Plan 44M-86, for a period of one year.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

N/A

Report Approval Details

Document Title:	DEV 49-2023 Part Lot Control (Lang - 133-135 Egan Ave, Lot 5, Plan 44M-86).docx
Attachments:	- Attachments - DEV 49-2023.pdf
Final Approval Date:	Aug 11, 2023

This report and all of its attachments were approved and signed as outlined below:

Grant Brouwer


Brent Kittmer

1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 44R-6147

RECEIVED AND DEPOSITED

DATE August 3rd 2023



TREVOR D.A. McNEIL, O.L.S.

1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 44R-6147

RECEIVED AND DEPOSITED

DATE August 3rd 2023


TREVOR D.A. McNEIL, O.L.S.

SCHEDULE			
PART	LOT	REG'D PLAN	P.L.N.
1	ALL OF 5	44M-86	ALL OF 53236-0080 (LT)
2			316.8
			329.4

PARTS 1 AND 2 COMPRISE ALL OF P.L.N. 53236-0080 (LT)


PLAN OF SURVEY
OF ALL OF
LOT 5
PLAN 44M-86
IN THE
TOWN OF ST. MARY'S
COUNTY OF PERTH
SCALE 1:300
MTE OLS LTD.
ONTARIO LAND SURVEYORS

METRIC:
DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
AREAS SHOWN ON THIS PLAN ARE IN SQUARE METRES AND CAN BE CONVERTED TO SQUARE FEET BY MULTIPLYING BY 10.7639.

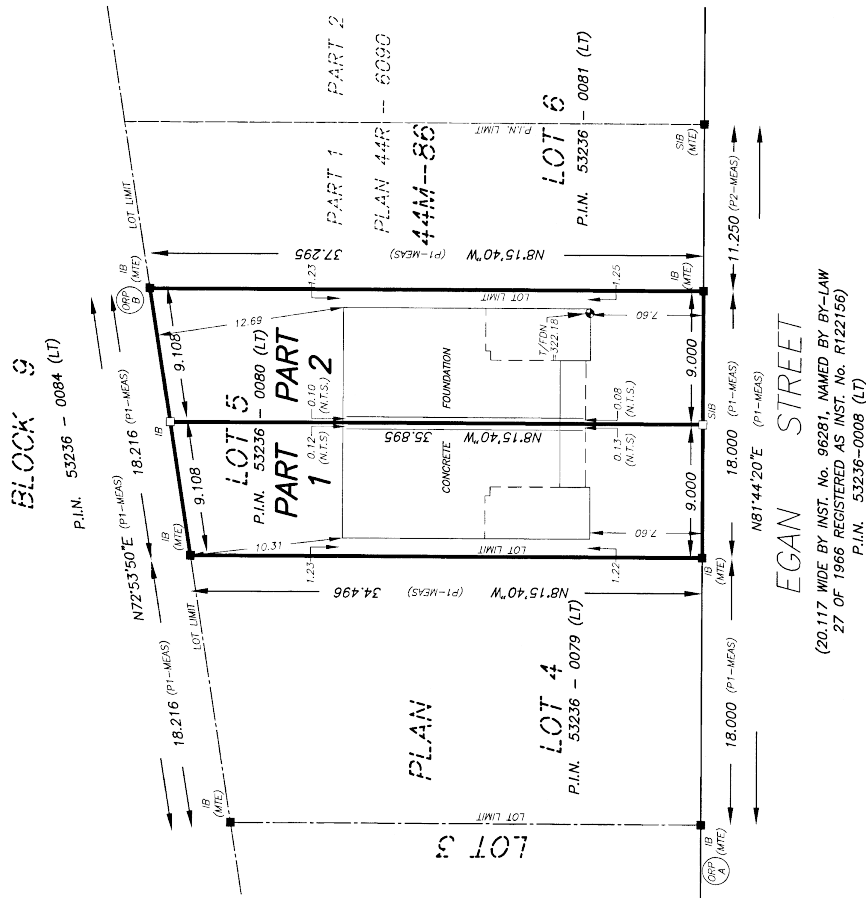
- LEGEND:**
- DENOTES PLANTED MONUMENT
 - DENOTES FOUND MONUMENT
 - SB DENOTES STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - MS DENOTES METAL SCALE
 - MEAS DENOTES MEASURED
 - MTE DENOTES MTE OLS LTD.
 - P1 DENOTES PLAN 44M-86
 - P2 DENOTES PLAN 44R-6090

SURVEYOR'S CERTIFICATE:
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 10TH DAY OF MAY, 2023.

August 2, 2023
DATE
TREVOR D.A. McNEIL
ONTARIO LAND SURVEYOR
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER: V-45451

**MTE**
MTE ONTARIO LAND SURVEYORS LTD.
365 HOME STREET
STRAITFORD, ONTARIO, N5A 2A5
TEL: 519-271-7952

COGO : 41164-205-UTMROUND.ASC
File No : 41164-205-R2 (N)
Drawn By : C. JANSSEN
Checked By : T. McNEIL, OLS



- NOTES:**
- BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS USING THE CAN NET NETWORK AND ARE REFERRED TO UTM ZONE 17, NAD83 (CSRS V6) EPOCH 2010.00
 - DISTANCES ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999555078
- | POINT ID | NORTHING | EASTING |
|----------|-------------|------------|
| ORP A | 4792322.064 | 488684.897 |
| ORP B | 4792364.146 | 488715.162 |
- COORDINATES CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Ray Cousineau, Facilities Manager
Date of Meeting:	22 August 2023
Subject:	DEV 50-2023 80 Water St N, Washroom Proposal

PURPOSE

The purpose of this report is to present Council with essential details concerning the renovation of the 80 Water St N, Washroom Renovation. Additionally, it includes a recommendation to proceed with the tendering process for this project.

RECOMMENDATION

THAT DEV 50-2023 80 Water St N, Washroom Proposal report be received; and

THAT Council approves the 80 Water St N, Washroom Renovation project to proceed to the tender process.

BACKGROUND

The Lawn Bowling building, commonly known as the Flats, is situated at 80 Water St N. It encompasses public washrooms accessible to Flats users, as well as a lounge, kitchen, and washroom area exclusively for the Lawn Bowling Club.

At the July 18 Strategic Priorities Meeting, Town staff brought forward four (4) options to update the Washrooms.

1. Do nothing
2. Option 1 – focuses on renovating the existing male washroom into a universal washroom, converting the female washroom into a gender-neutral washroom, and adding exterior enhancements. This option is cost-effective and has a quick turnaround time but reduces the number of fixture units in the building.
3. Option 2 – also aims to create a universal washroom by renovating the existing male washroom and transforming the women’s washroom into a gender-neutral washroom with three toilet stalls. The existing lawn bowling washroom will be removed to allocate space for the new washrooms. Storage space for the Facilities Department will be added, but the lawn bowling area will lose a washroom and square footage.
4. Option 3 - combines features from both Option 1 and Option 2, offering flexibility in the possible phasing of the project. It includes exterior-facing washroom groups, a family washroom, storage areas, and additional amenities. The Facilities department and Lawn Bowling Club benefit from the various options, but there may be trade-offs in terms of square footage for the Lawn Bowling area.

Town staff recommended layout Option 3, which provides improved washroom facilities, updated kitchen, and storage. The duration of the project is essential, with construction planned to start in mid-October during the winter months when the washroom is closed for the season.

Council directed staff to move forward with Option 3 with a budget upset limit of \$150,000.00.

REPORT

Facilities staff contacted Tara Porter Designs to update Option 3 drawings to include more accurate dimensions.

Facilities staff met with Denis Kearney, Larry McLellan and William Dupuis from the Lawn Bowling Club. Option 3 was presented showing the new locations for the washrooms and the affect it would have on the Lawn Bowling Club house. Direction was given from the Lawn Bowlers about relocation of the kitchen area and the lounge area. Facilities staff relayed this information to Tara Porter Designs to update the drawings.

On August 1, a meeting was held at the Lawn Bowling Club House. Three more designs of the lounge area and the kitchen were presented to the Lawn Bowling Club. Discussions were held and a final design was confirmed.

The new layout (attached) includes reusing the existing counters and cupboards. On the north wall in what is currently the entrance area, a new pantry will be place in the northeast corner. The fridge will be beside the pantry, then the stove and a cabinet in the northwest corner. The new wall created by the new bathroom will hold the triple sink and a six (6) foot counter. Running perpendicular to this counter will be a seven (7) foot four-inch counter with a four (4) foot section of counter backing onto the sink counter to create an “L” shape counter for serving. In the southeast corner of the entrance area, a new four (4) foot coffee station counter will be installed. This new layout of the kitchen area also allows for the six (6) foot turning circle required by AODA standards.

Please see attachment 1 for the final design.

FINANCIAL IMPLICATIONS

The Project is being budgeted as follows:

01-9054-6990	Flats Project	\$150,000.00 (project upset limit)
--------------	---------------	------------------------------------

SUMMARY

It is staff recommendation that the project proceed to the tender process.

STRATEGIC PLAN

☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.

- Pillar #4 Culture & Recreation:
 - Outcome: Downtown revitalization plan
 - Tactic(s): Complete final phase of integration of waterfront with downtown core as per waterfront integration plan.
- Pillar #4 Culture & Recreation:
 - Outcome: A focused parks strategy
 - Tactic(s): Ensure Milt Dunnell Park remains the central focus for community events. Continue to seek opportunities to add to its profile.

OTHERS CONSULTED

Jason Silcox - Building Inspector

Andre Morin - Director of Corporate Services/Treasurer

Dennis Kearney - President St. Marys Lawn Bowling

William Dupuis - Treasurer St. Marys Lawn Bowling

Larry McLellan - Past President St. Marys Lawn Bowling

Tara Porter - Tara Porter Design

Report Approval Details

Document Title:	DEV 50-2023-80 Water St N, Washroom Report.docx
Attachments:	- 612 Aug 3 23 A1 (2) (1).pdf
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Grant Brouwer

Brent Kittmer

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Community Services

Date of Meeting: 22 August 2023

Subject: DCS 38-2023 August Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 38-2023 August Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Community Partnerships:

- Museum staff and volunteers have edited the first draft of the 2024 Rotary Calendar.
- Volunteers led a heritage walking tour for a group of southwestern Ontario curators on July 14.
- The museum hosted Camp PRC for a field trip on July 11.

Facilities/Projects:

- Installation for the ice for the Rock Rink starts August 14th, with first rentals beginning on August 21st.
- Both Zambonis serviced, e-tested and indoor air monitoring equipment serviced.
- Refrigeration plant maintenance has been completed in preparation for the coming ice season.
- 1 of 2 main compressors for the Dectron unit failed and was repaired the week of August 4th. A power surge is suspected of being the issue as it failed at the same time as a brief power outage. There have been numerous power outages at the PRC in June and July, with more coming in August.
- The grease trap for the kitchen is being replaced in the last week of August.
- Pool maintenance shutdown is planned for August 26th-September 17th. The roof replacement above the pool change rooms is scheduled to begin August 28th.
 - Other work during the pool shutdown includes regrouting the deep end of the pool, removing an old water feature which doesn't work, and some drywall removal around the End Zone windows to inspect the condition of the wall behind for moisture damage.
- Consultants are preparing a detailed scope of work for the next steps to correct the humidity and dewpoint issues in the pool. The work will be completed in a future planned shutdown once logistics and timelines have been determined.

Grant Funding:

- Senior Services received a 3% one-time increase for the Ontario Health funded programs. It is anticipated that the 3% will be moved to base funding in the future.
- Senior Services has received another notification that the Multi Sector Agreement has been extended. The new extension is until March 2024.

- Senior Services received one-time funds through the Seniors Active Living Centre grant to replace the stationary steam table in the PRC with a work counter. The steam table was original to the build and unsafe for continued use.

Programming/Wellness:

- EarlyON special summer programs includes:
 - Meet a Zamboni driver day.
 - Teddy Bear picnic in the park event
 - Lactation and infant feeding
- EarlyON fall programming includes:
 - Play and skate.
 - Outdoor nature pop up
 - Toddler time
 - Play and swim.
 - Intergenerational programming with the Friendship Centre
- Museum staff and volunteers supported the Heritage Festival with bus tours (all five were filled- will look to expand this program in 2024), the rain-altered Kid Zone in Town Hall, 14 Church Street open house, and museum exhibits.
- Melodies at the Museum started on August 2. After two concerts, we are seeing slightly below pre-pandemic attendance and revenue, but are still pleased with overall attendance and revenue.
- Senior Services is seeing an increase in referrals for Meals on Wheels.
- Senior Services has added an additional Blood Pressure screening clinic at the Friendship Centre based on the demand for the programs.
- Senior Services saw a dip in drop in traffic in July, however walk-in and phone traffic began to increase again in August.
- Senior Services staff and volunteers are working on planning for all fundraising events hosted by the department.
- Senior Services staff will be conducting a feedback survey with Pepperama participants to help guide the needs of this program.
- Senior Services will be launching a survey for the Friendship Centre to help staff identify future needs.
- Outdoor Aquatic operations have been running very smoothly between both Super Splash and the Quarry. The addition of the head lifeguard for Super Splash exclusively has been successful.
- Pizza contract with New Orleans has been an excellent addition to the Quarry canteen, it is a top seller, June 30- to August 10 we have sold 1,962 slices.
- Aquatic Staff have been planning fall/winter swim programs, staff training, swim lessons, leadership courses and registration dates.
- Aquatic Staff have been onboarding fall lifeguards. We are in the midst of hiring 2-3 additional lifeguards to complete the fall team.
- There have been 3 active aquatic volunteers over the summer assisting with swimming lessons.
- Summer PRC camp has been a busy summer with lots of children. The summer camp attendance has far exceeded previous summers.
- Working on sourcing out some new products for the PRC canteen for the fall including soft pretzels, churros, and pizza.

Impact/Feedback:

- “Thank you for the scavenger hunt, and I really like your museum. Like, there’s so many cool things about it!” – a very enthusiastic 6-year-old tourist.
- Swim lesson grandparent: Thank you for your prompt reply when I first inquired about swim lessons for my granddaughters. Your thinking outside the box created a wonderful opportunity for them to improve their swimming skills and educate them on water safety. I sure wish that they lived closer. Your programs were excellent. Thank you to the girl’s wonderful instructor. Her manner and professionalism created a safe environment for the students to want to learn. I was impressed with how disciplined your staff were. They never forgot to carry their flotation devices at all times. I observed their kind and empathic interactions with all their students whether joyful or tearful. Their passion for their job was evident even when they were freezing. Thank you for an uplifting experience.

Program Statistics:

- EarlyON staff supported Heritage Festival children’s programs. Attendance for the program despite being moved indoors was 227 people in total that participated in their activities – 102 Adults/125 Children.
- The Museum had 190 local and 111 non-local visitors drop in for tours in July. This is on-par with pre-pandemic visitor numbers.
- Quarry attendance- June 30 to August 10: 16, 217
- Super Splash attendance- June 30 to August 10: 9, 649

Report Approval Details

Document Title:	DCS 38-2023 August Monthly Report.docx
Attachments:	
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Corporate Services

Date of Meeting: 15 August 2023

Subject: COR 45-2023 August Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 45-2023 August Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Finance:

- Payments – 232 cheques; \$1.8M
- Tax – Final Tax bills mailed July 19, 2023 – due dates August 31st and October 31st
- Finance Clerk – internal audit project for Activenet transactions under way
- Attended training on Energy Star reporting – Green energy reporting
- Service Ontario – 720 transactions (excluding health related), average of 36 transactions per day
- Service Ontario – met with Service Ontario representatives to begin discussions relating to October agreement renewal
- ERP:
 - Staff training on property tax, accounts receivable, accounts payable, general ledger, animal licensing, and cash receipts
 - Working to finalize the implementation schedule for the finance system, system will be live last week of September 2023
- 2022 Year end – draft financial statements completed, auditors will present at the August 22, 2023 Council meeting
- 2024 Budget:
 - Held meetings with each division to discuss 2024 operating budgets
 - Departments working on capital budgets for submission end of July

Information Technology:

- Monthly Cyber monitoring report attached
- Completed incident response questionnaire
- Onboarding began with new Workstation Administrator
- Fixed scan to email function on printers
- Financial and HR System export and upload for new ERP system
- Upgraded PBX (phone) licensing and remote connectivity

Corporate Communications:

MEDIA RELATIONS		
Total # of Media Releases	Total # of Media Mentions	Total # of Media Outlets
13	14	5
TRADITIONAL ADVERTISING		
Total # of Print Ads/Publications		Total # of Radio Ads
4		-
SOCIAL MEDIA ADVERTISING		
Total # of Ads	Total # of Users Reached	Total # of Engagements
1	3,314	43
WEBSITE (TOWNOFSTMARYS.COM)		
Total # Website Visits	Most Visited Pages	
Data unavailable; in process of migrating to new Google Analytics platform		
SOCIAL MEDIA		
Platform - Owner	Total # of New Followers	Total Followers
Facebook – Town of St. Marys	123	6,769
Facebook – Pyramid Rec Centre	2	3,873
Twitter – Town of St. Marys	2	2,419
LinkedIn – Town of St. Marys	2	329
Instagram – Town of St. Marys	150	2,560

Current/Ongoing Projects

- Working with Aquatics team to promote quarry operations; coordinating with Super Splash Water Park on ongoing marketing/social media initiatives
- Assisting departments with transition from Adobe products to Canva, which will save money and create efficiencies with internal graphic design projects
- Meeting with multiple departments to determine marketing needs for programs, activities and events

- Collaborating with Clerks Department to ensure website meets latest accessibility standards by December 31; meeting with all departments to audit/update respective webpages

Economic Development and Tourism:

- Continued installation of wayfinding signage
- Continued work on Flats enhancement project
- Launched the redeveloped self-guided walking tour brochure – Discover St. Marys

Tourism Student

- Prepared Instagram reels and posts highlighting St. Marys e.g., St. Marys Quarry, Ice Cream, favourite things to do in St. Marys during the summer, where to stay, where to hike.
- Continued to prepare for Stonetown Heritage Festival, advertising on social media and working the event.
- Distributed new Discover St. Marys brochure and other tourism brochures around St. Marys and surrounding areas.

Events

- Executed St. Marys Commemorates Canada Day at Cadzow Park event
- Stonetown Heritage Festival preparation
- Executed Stonetown Heritage Festival – adjusted to weather changes
- Initial planning of a National Day of Truth and Reconciliation event

Train Services

- Total Phone Calls/ Travel Inquiries = 49
- Total GO passengers = 146 (67 departing, 79 arriving)
- Total GO tickets Sold/ printed = 4
- Total VIA passengers = 296 (140 departing, 156 arriving)
- Total VIA tickets Sold/ printed = 19

In July Metrolinx announced that they are ending the pilot program for GO train service on the southwest line in October. Staff have been in communication with VIA Rail to find out if there are plans to enhance their service on the line.

SPENDING AND VARIANCE ANALYSIS

n/a

Report Approval Details

Document Title:	COR 45-2023 August Monthly Report (Corporate Services).docx
Attachments:	- Monthly Summary - July 2023.pdf
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer



July 2023

Monthly Summary

Town of St. Marys

Reporting period: 1 July 2023 - 1 August 2023

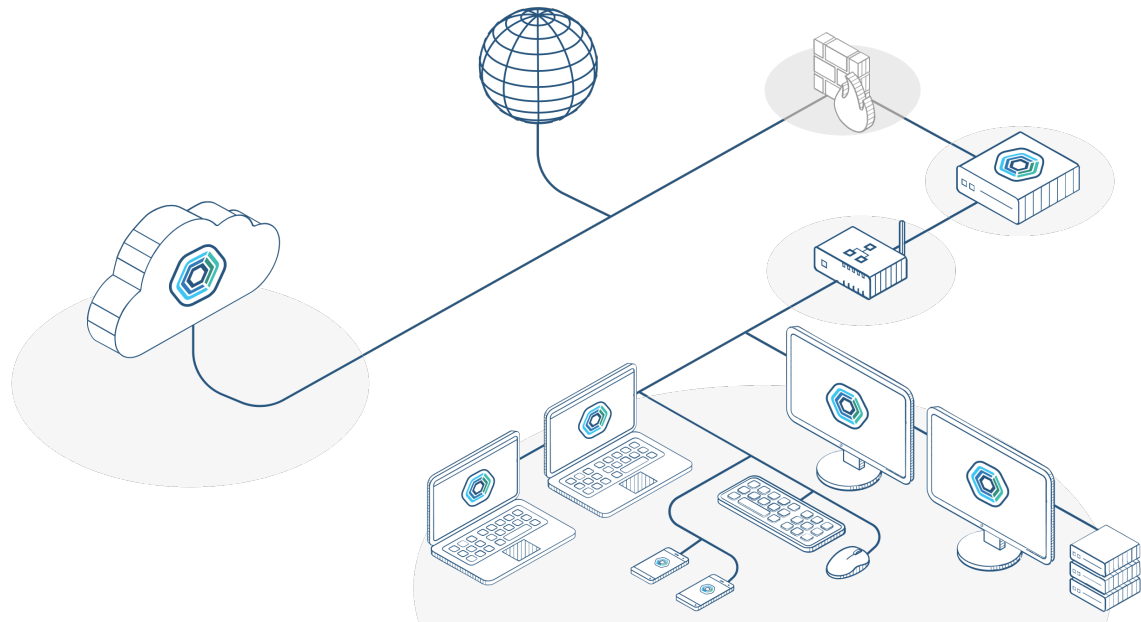
Covalence Report

July 2023

Risk Level Trend

+ Improving

Monitoring Services



- **Cloud Monitoring**
148 cloud accounts
- **Endpoint Monitoring**
94 endpoint agents
- **Network Monitoring**
1 network sensor
- **Email Analysis**
No emails analyzed
- **DNS Firewall**
No connections
- **External Monitoring**
6 domains

Key Insights

- ✓ **Fewer AROs left unresolved**
You're doing better at staying on top of your cyber security risk
- ✓ **Less time taken to resolve new AROs**
You're triaging your most recent AROs more efficiently than in the past
- **Usual amount of use of your email analysis service**
Your cloud email users are helping keep your domain as secure as they have in the past

Analytic Summary

Traffic Analyzed	Events Assessed	AROs Issued	Actions Issued
4 TB ▼ 301 GB	2865 ▼ 67	3 ▼ 3	0 ▼ 1

Traffic Analyzed

Total analytic input, such as captured network traffic and activity logs collected from endpoint systems and cloud domains.

Events Assessed

Total analytic output from a range of continuously evolving analytics and detections.

ARO Trends

July 2023

Risk Level Trend

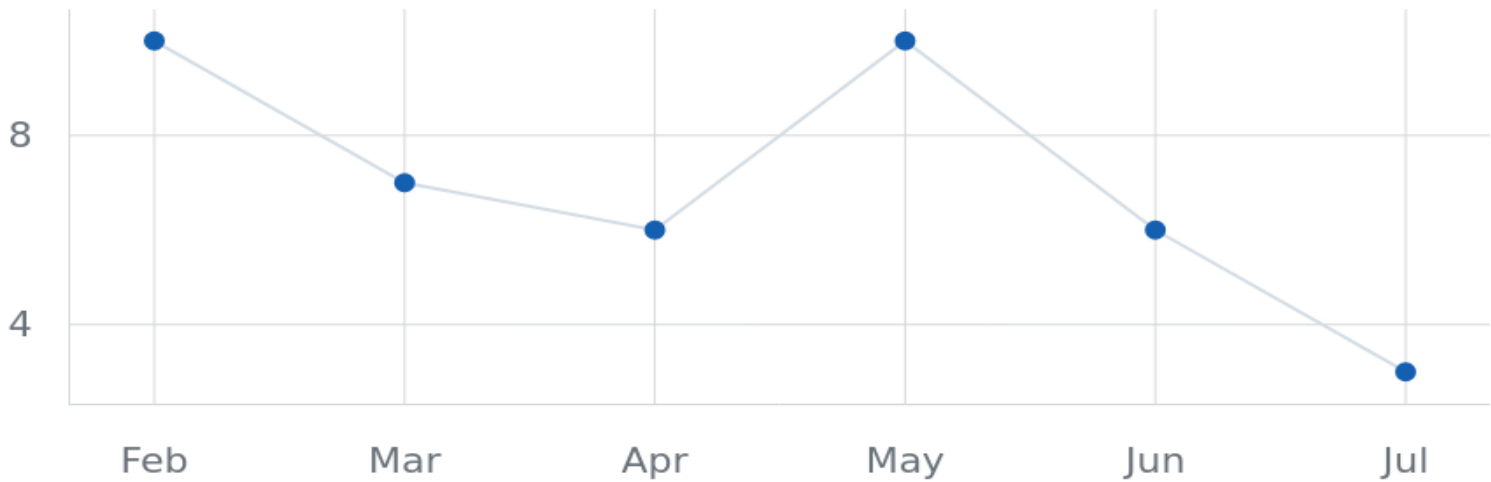
+ Improving

This month, your organization...

- ✓ Received fewer AROs than usual
- ✓ Resolved AROs quicker than usual
- ✓ Left fewer AROs unresolved than usual

+ New AROs

NEW AROS OVER TIME

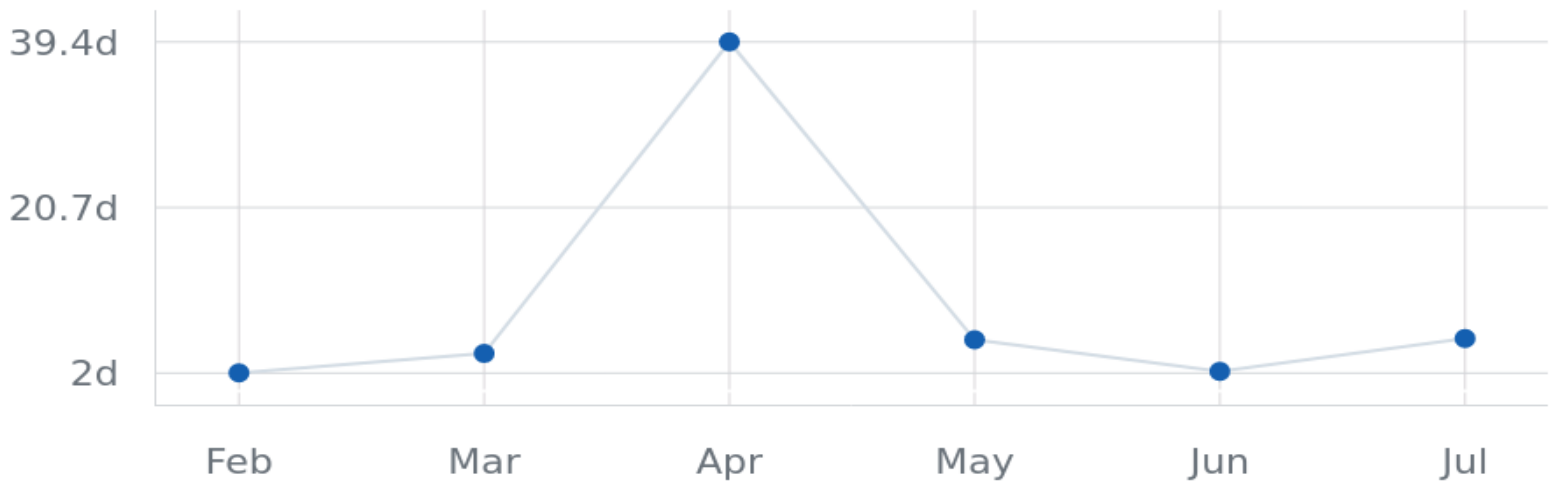


Response

	New	Closed	Unresolved
Actions Avg. closure time: N/A	0 1	0	0
Recommendations Avg. closure time: N/A	2 1	0	2
Observations Avg. closure time: 5 days(3 minutes - 11 days)	1 1	2	0

🕒 Response Time

AVG. TIME TAKEN TO CLOSE AROS



All AROs received in July

July 2023

All AROs from this month, ranked by impact. [See AROs in the Portal.](#)

#1

Unresolved

Endpoint Risk - Vulnerable Software Detected - ...

ARO-41 • Recommendation, Medium Severity

Reported:

4 July 2023 (12:08 a.m.)

Unresolved for:

27 days, 23 hours

Mitigations completed:

0 of 1

#2

Unresolved

Endpoint Risk - Unpatched Microsoft Products

ARO-43 • Recommendation, Low Severity

Reported:

19 July 2023 (6:44 p.m.)

Unresolved for:

12 days, 5 hours

Mitigations completed:

0 of 1

#3

Closed • Resolved

Endpoint Risk - High-Risk Free VPN Service Dete...

ARO-42 • Observation, Low Severity

Reported:

5 July 2023 (7:49 p.m.)

Resolved in:

3 minutes

Mitigations completed:

0 of 3



support@fieldeffect.com

www.fieldeffect.com

+1.613.686.6342



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Denise Feeney, Finance Manager / Deputy Treasurer
Date of Meeting:	22 August 2023
Subject:	COR 46-2023 Draft 2022 Audited Financial Statements

PURPOSE

The purpose of this report is to present the 2022 Draft Audited Financial Statements and to recommend the funding of the 2022 deficit.

RECOMMENDATION

THAT COR 46-2023 Draft 2022 Audited Financial Statements report be received; and

THAT the 2022 deficit of \$542,816 be funded by the Working Capital Reserve; and

THAT the Draft Audited Financial Statements for Year Ended December 31, 2022 be approved.

BACKGROUND

In accordance with the *Municipal Act*, a municipality shall prepare annual financial statements in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB). Staff is responsible for preparing and fairly presenting the financial statements in accordance with the above standards. An independent auditor, licensed under the *Public Account Act, 2004*, is responsible to provide an opinion based on obtaining reasonable assurance about whether the financial statements are free from material misstatement.

The consolidated financial statements include the assets, liabilities, revenues, expenses and surplus of the Town, local boards (Library Board, Police Services Board and Business Improvement Area) as well as the Town's proportionate share of the Huron Perth Public Health and Spruce Lodge.

REPORT

Seebach & Company Chartered Professional Accountants performed the independent audit for 2022. Paul Seebach, CPA, CA will present the financial statements to Council on August 22, 2023.

There are two important aspects of the Financial Statements that differ from the annual budget and how the Town sets its property tax levy:

Consolidation - means that the Town must consolidate its portion of the financial information from the Business Improvement Area, Huron Perth Public Health (4.55%) and Spruce Lodge (8.04%) – for budget purposes, only the annual levy to these outside boards is recorded.

Accrual basis – the financial statements are based on an accrual accounting basis – meaning that revenue is recognized when it is earned, and expenses are recognized when the liability occurs; not necessarily when cash is received or paid. The annual budget is prepared on a modified accrual basis. The main difference is that capital items are fully budgeted in the year they are constructed/purchased, while for financial statement purposes, assets are amortized (depreciated) over time. An example is

the purchase of a fire truck for \$500,000 – in the budget, we would include the expenses and revenue for the full purchase price of \$500,000. In the financial statements, the purchase of \$500,000 would be placed as tangible capital asset on the balance sheet, and the expense would be the depreciation of that asset on an annual basis – assuming a 20 year life, the annual expense would be \$25,000.

As such, the 2022 annual surplus reported in the Financial Statements is \$1,209,341 and the annual deficit for budget (modified accrual) purposes is **\$542,816**.

It is recommended that the 2022 deficit be funded by the Working Capital Reserve which can be utilized to fund future deficits and/or future priorities.

FINANCIAL IMPLICATIONS

Staff reported detailed information in relation to the 2022 deficit in a Pre-Budget report to Council on August 15, 2023 – COR 44-2023 Pre-Budget. The information below is copied from that report. with updates to reflect the final deficit number of \$542,816.

- Administration: (\$1,167,160)
 - (\$1,301,103) – Cyber incident
 - \$43,722 - \$30k Ontario Works/\$13k Community Developer
 - \$18,882 – Election expense under budget
 - \$55,695 – 2022 Police contract credit
 - \$15,644 – Misc. budget variances
- Community Services: \$335,825
 - (\$54,124) – Recreation; repairs/service (\$27k), insurance (\$27k)
 - \$153,407 – Childcare; fully funded by City of Stratford
 - \$28,157 – Senior Services; \$26k grocery program recovery, not budgeted.
 - \$36,533 – Museum; grants \$24k, professional fees under budget \$6k, misc. \$6k
 - (\$17,582) – Administration; bank fees (\$14k), misc. (\$3k)
 - \$113,176 – Aquatics; Super Splash \$100k – admission/rental, misc. \$13k
 - \$76,258 – Facilities; wages \$106k, misc. \$7k, contracted services (\$37k)
- Corporate Services: \$352,253
 - \$171,943 - Supplementary taxes; revenue \$106k, expense/write-offs under budget \$64k
 - \$235,076 – Investment income
 - \$39,182 – Communications; gapping
 - \$12,020 – IT; contracted services
 - \$107,848 – Treasury; gapping \$55k, other revenue \$60k Rotary Cadzow recognized to put in reserve, misc. (\$6k)
 - (\$274,659) – Tourism/Ec Dev; Land sale (\$276k)
 - \$60,842 – External Transfers; POA \$13k, Comm Grants \$30k, CMSM \$8.5k
- Fire Services: (\$15,753)
 - (\$17,038) – Perth South revenue

- \$29,149 – Wages and Training
- (\$23,599) – Supplies/Repairs/Utilities
- (\$4,265) – Misc. budget variances
- Human Resources: \$40,096
 - \$42,699 – Wages/Gapping
 - (\$2,603) – Misc. budget variances
- Library: \$67,684
 - \$78,811 – Wages/Gapping
 - (\$12,019) – Program expenses
 - \$892 – Misc. budget variances
- Public Works: (\$191,349)
 - \$61,977 – Public works operations; Rev over budget \$54k (Cem Interest - \$5k, Tree Don - \$6k, Thames Snow - \$12k, Agg Res Inv - \$22k, Winter Lights - \$9k), Asphalt Contracts \$140k – did not happen, Wages (\$77k), Utilities/Supplies/Repairs (\$55k)
 - (\$178,202) – Fleet; Utilities/Supplies/Repairs (\$139k), Wages (\$35k), Misc. (\$4k)
 - (\$75,123) – Parks; Contracted Services (\$31k), Utilities/Supplies/Repairs (\$44k)
- Development Services: \$35,590
 - \$12,167 – Building & Property Stds; File Clerk (\$7k), Fees (\$60k), Professional Fees – over budget (\$28k), Misc. 7k, Reserve Transfer \$100k over budget
 - \$23,423 – Facilities; Wages \$49k, Curling Invoice \$25k, Misc. \$5k, Repairs/Supplies/Utilities (\$56k)

SUMMARY

The Town's auditor, Seebach & Company Chartered Professional Accountants, are presenting Council with 2022 audited financial statements for approval.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Seebach & Company Chartered Professional Accountants.

Report Approval Details

Document Title:	COR 46-2023 Draft 2022 Audited Financial Statements.docx
Attachments:	Draft 2022 Financial Statement, Council Presentation
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

André Morin

Brent Kittmer

**TOWN OF ST. MARYS
FINANCIAL STATEMENTS
DECEMBER 31, 2022**

DRAFT

SEEBACH & COMPANY
Chartered Professional Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers
of the Corporation of the Town of St. Marys

Opinion

We have audited the accompanying financial statements of Corporation of the Town of St. Marys ("the Town"), which are comprised of the statement of financial position as at December 31, 2022 and the statements of operations, change in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Town as at December 31, 2022, and its financial performance and its cash flows for the year then ended in accordance with Canadian public sector accounting standards (PSAB).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with PSAB, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

INDEPENDENT AUDITOR'S REPORT (continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Seebach & Company

Chartered Professional Accountants
Licensed Public Accountants

Clinton, Ontario
July 14, 2023

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at December 31	2022	2021
FINANCIAL ASSETS		
Cash	10,131,013	15,641,600
Investments	16,990,902	11,160,426
Taxes receivable	509,546	787,707
Trade and other receivables	2,655,709	1,362,322
	<u>30,287,170</u>	<u>28,952,055</u>
LIABILITIES		
Accounts payable and accrued liabilities	7,025,653	3,320,450
Deferred revenue - obligatory reserve funds (note 5)	5,788,899	4,694,623
Landfill closure and post-closure liability (note 6)	793,575	417,404
Municipal debt (note 7)	8,085,807	8,973,321
	<u>21,693,934</u>	<u>17,405,798</u>
NET FINANCIAL ASSETS	\$ 8,593,236	\$ 11,546,257
NON-FINANCIAL ASSETS		
Tangible capital assets, net (note 8)	94,553,579	90,414,857
Inventory and prepaid expenses	214,866	191,226
	<u>94,768,445</u>	<u>90,606,083</u>
ACCUMULATED SURPLUS (note 9)	\$ 103,361,681	\$ 102,152,340

The accompanying notes are an integral part of this financial statement

**CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF OPERATIONS**

For the year ended December 31	2022 Budget	2022 Actual	2021 Actual
Revenue			
Taxation for municipal purposes	13,495,309	13,667,252	13,250,783
User fees, licences, permits, and donations	7,756,801	8,320,855	7,324,555
Government transfers - Canada	23,066	595,398	342,489
Government transfers - Ontario	3,002,160	3,298,630	3,636,966
Government transfers - other municipalities	1,261,830	1,306,459	1,714,709
Investment income	161,926	387,275	179,330
Penalties and interest on taxes	85,000	58,348	89,859
Developer charges earned	-	125,690	48,062
Gain (loss) on sale of tangible capital assets	-	(369,566)	(150,296)
	<u>25,786,092</u>	<u>27,390,341</u>	<u>26,436,457</u>
Expenditure			
General government	3,012,347	4,164,151	2,420,652
Protection to persons and property	2,426,088	2,462,940	2,454,888
Transportation services	2,312,386	2,510,826	2,440,788
Environmental services	3,792,378	4,361,538	3,793,919
Health services	2,084,549	2,112,801	1,898,911
Social and family services	3,945,001	4,150,742	3,841,359
Social housing	461,465	446,717	389,839
Recreation and cultural services	4,669,490	4,791,289	3,950,274
Planning and development	881,888	1,179,996	757,332
	<u>23,585,592</u>	<u>26,181,000</u>	<u>21,947,962</u>
Annual surplus (deficit)	2,200,500	1,209,341	4,488,495
Accumulated surplus, beginning of year	102,152,340	102,152,340	97,663,845
Accumulated surplus, end of year	<u><u>\$ 104,352,840</u></u>	<u><u>\$ 103,361,681</u></u>	<u><u>\$ 102,152,340</u></u>

The accompanying notes are an integral part of this financial statement

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

For the year ended December 31	2022 Budget	2022 Actual	2021 Actual
Annual surplus (deficit)	2,200,500	1,209,341	4,488,495
Amortization of tangible capital assets	2,640,249	2,756,834	2,640,249
Net acquisition of tangible capital assets	(13,487,600)	(7,265,122)	(2,512,789)
Loss (gain) on disposal of tangible capital assets	-	369,566	150,296
Decrease (increase) in inventory and prepaid expenses	-	(23,640)	(135,260)
	<u>(8,646,851)</u>	<u>(2,953,021)</u>	<u>4,630,991</u>
Net financial assets, beginning of year	<u>11,546,257</u>	<u>11,546,257</u>	<u>6,915,266</u>
Net financial assets, end of year	<u><u>\$ 2,899,406</u></u>	<u><u>\$ 8,593,236</u></u>	<u><u>\$ 11,546,257</u></u>

The accompanying notes are an integral part of this financial statement

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF CASH FLOW

For the year ended December 31	2022	2021
Operating activities		
Annual surplus (deficit)	1,209,341	4,488,495
Amortization expense not requiring cash outlay	2,756,834	2,640,249
Loss (gain) on disposal of tangible capital assets	369,566	150,296
Decrease (increase) in taxes receivable	278,161	(251,578)
Decrease (increase) in accounts receivable	(1,293,387)	869,730
Increase (decrease) in accounts payable and accrued liabilities	3,705,203	(1,056,570)
Increase (decrease) in deferred revenue	1,094,276	1,056,107
Increase (decrease) in landfill closure & post-closure liability	376,171	(38,538)
Decrease (increase) in inventory and prepaid expenses	(23,640)	(135,260)
Cash provided by (used for) operating activities	<u>8,472,525</u>	<u>7,722,931</u>
Capital activities		
Net disposals (purchases) of tangible capital assets	(7,265,122)	(2,512,789)
Cash provided by (used for) capital activities	<u>(7,265,122)</u>	<u>(2,512,789)</u>
Investing activities		
Decrease (increase) in investments	(5,830,476)	(76,660)
Cash provided by (used for) investing activities	<u>(5,830,476)</u>	<u>(76,660)</u>
Financing activities		
Net principal proceeds (repayments) on long-term debt	(887,514)	(964,556)
Cash provided by (used for) financing activities	<u>(887,514)</u>	<u>(964,556)</u>
Increase (decrease) in cash position	(5,510,587)	4,168,926
Cash (overdraft) beginning of year	15,641,600	11,472,674
Cash (overdraft) end of year	<u>\$ 10,131,013</u>	<u>\$ 15,641,600</u>

The accompanying notes are an integral part of this financial statement

THE CORPORATION OF THE TOWN OF ST. MARYS

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2022

1. Accounting policies

The consolidated financial statements of the Corporation of the Town of St. Marys are the representation of management prepared in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada as prescribed by the Ministry of Municipal Affairs and Housing for municipalities and their related entities.

Significant aspects of accounting policies adopted by the municipality are as follows:

a) Reporting entity

The consolidated financial statements reflect the financial assets, liabilities, operating revenues and expenditures, reserves, reserve funds, and changes in investment in tangible capital assets of the reporting entity. The reporting entity is comprised of all organizations and enterprises accountable for the administration of their financial affairs and resources to the Town and which are owned or controlled by the Town. In addition to general government tax-supported operations, they include any water and sewer systems operated by the municipality and the municipality's proportionate share of joint local boards.

These financial statements include the following municipal controlled local area boards:

- St. Marys Public Library Board
- St. Marys Police Services Board
- St. Marys Business Improvement Area

The following boards and municipal enterprises owned or controlled by Council have been proportionately consolidated, based upon weighted assessment of the participating municipalities:

Huron Perth Public Health	4.55%
Spruce Lodge	8.04%

Inter-departmental and inter-organizational transactions and balances are eliminated.

The statements exclude trust funds that are administered for the benefit of external parties.

b) Accrual Basis of accounting

Sources of financing and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they are earned and measurable, and recognizes expenditures as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

c) Long-term investments

Investments are recorded at cost plus accrued interest less amounts written off to reflect a permanent decline in value.

1. Accounting policies (continued)

d) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

- Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Category	Amortization Period
Land	not applicable
Land improvements	10 - 50 years
Buildings and building improvements	25 - 40 years
Library books, videos and CD's	10 years
Vehicles	5 years
Machinery and equipment	4 - 15 years
Water and wastewater infrastructure	30 - 100 years
Roads infrastructure - base	100 years
Roads infrastructure - surface	15 - 50 years
Streetlights	20 - 30 years
Signage	10 years
Bridges, dams & water structures	50 - 100 years

Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

The municipality has a capitalized threshold of \$1,000 - \$100,000, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have significant value, or for operational reasons.

- Contribution of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

- Works of arts and historical treasures

The Town has a museum collection, a historical water tower and other treasures which have not been valued.

- Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

- Inventories

Inventories held for consumption are recorded at the lower of cost or net realizable value.

1. Accounting policies (continued)

e) Reserves for future expenditures

Certain amounts, as approved by Council, are set aside in reserves for future operating and capital expenditure. Transfers to or from reserves are reflected as adjustments to the respective appropriated equity.

f) Government transfers

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates can be made.

g) Deferred revenue

Amounts received and required by legislation, regulation or agreement to be set aside for specific, restricted purposes are reported in the statement of financial position as deferred revenue until the obligation is discharged.

h) Landfill Site Closure and Post-Closure Care

Landfill site closure and post-closure care costs are recognized over the operating life of the landfill site, based on capacity used. The liability is recorded at its discounted value, based on the average long-term borrowing rate of the municipality.

i) Pensions

The municipality is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The municipality has adopted defined contribution plan accounting principles for this plan because insufficient information is available to apply defined benefit plan accounting principles. The municipality records as pension expense the current service cost, amortization of past service costs and interest costs related to the future employer contributions to the plan for past employee service.

j) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, the reported amounts of revenues and expenditures during the period, and the accompanying notes. Due to the inherent uncertainty in making estimates, actual results could differ from those estimates.

2. Operations of school boards

Taxation levied for school board purposes are not reflected in the financial statements. The amounts transferred were:

	2022	2021
School Boards	\$ 2,379,587	\$ 2,281,314

3. Trust funds

Trust funds administered by the municipality amounting to \$ 671,544 (2021 : \$ 647,240) have not been included in the statement of financial position nor have their operations been included in the consolidated statement of operations.

4. Pension agreements

The municipality makes contributions to a multi-employer pension plan on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan. The amount contributed for 2022 was \$503,587 (2021 : \$476,176) for current services and is included as an expenditure on the consolidated statement of operations.

The contributions to the Ontario Municipal Employers Retirement System ("OMERS"), a multi-employer defined benefit pension plan, are expensed when contributions are due. Any pension surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension surplus or deficit.

5. Deferred revenue

Deferred revenue is comprised of obligatory reserve funds. The use of obligatory funds, together with earnings thereon, is restricted by legislation. These funds are recognized as revenue in the period they are used for the purpose specified.

6. Landfill closure and post-closure cost liability

Closure and post-closure care requirements are defined in accordance with industry standards and include final covering and landscaping of the landfill site, removal of ground water and leechates, and ongoing environmental monitoring, site inspections and maintenance. These costs will be incurred when the landfill site stops accepting waste, with the post-closure care expected to continue for an additional 25 years.

At December 31, 2022, the municipality has recognized a liability of \$793,575 (2021 : \$417,404). This represents the present value of the total estimated costs, and is based on a discount rate of 4.5% and assuming an annual inflation rate of 6.8%. The liability is recorded based on the capacity of the landfill used to date.

The reported liability is based on estimates and assumptions with respect to events extending over a long-term period using the best information available to management. Future events may result in significant changes to the estimated total expenditures, capacity and liability. Any changes in these estimates would be recognized in the year the change is identified.

The closure and post-closure care costs are expected to be funded in the year incurred.

7. Municipal debt

The balance of the long-term liabilities reported on the consolidated statement of financial position is made up of the following:

	2022	2021
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 5.09% interest, \$100,347 blended payment payable semi-annually, due November 2027 (for Municipal Operations Centre building)	876,203	1,026,535
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 4.88% interest, \$276,043 blended payment payable semi-annually, due May 2028 (for Pyramid Recreation Centre)	2,635,200	3,043,679
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 5.34% interest, \$102,463 blended payment payable semi-annually, due November 2028 (for Pyramid Recreation Centre)	1,040,302	1,183,899
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 3.1% interest, \$90,621 blended payment payable semi-annually, due December 2032 (for Wellington Street bridge replacement)	774,102	839,208
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 2.14% interest, \$60,000 principal payment plus interest payable semi-annually, due November 2045 (for fire hall expansion)	<u>2,760,000</u>	<u>2,880,000</u>
	<u>\$ 8,085,807</u>	<u>\$ 8,973,321</u>

Principal payments for the next five years are as follows:

2023: \$925,200 2024: \$964,900 2025: \$1,006,400 2026: \$1,050,100 2027: \$1,095,900

8. Tangible capital assets

The municipality's policy on accounting for tangible capital assets is as follows:

- i) Contributed tangible capital assets
The municipality records all tangible capital assets contributed by external parties at fair value.
- ii) Tangible capital assets recognized at nominal value
Certain assets have been assigned a nominal value because of the difficulty of determining a tenable valuation.

For additional information, see the Consolidated Schedule of Tangible Capital Assets information on the tangible capital assets of the municipality by major class and by business segment, as well as for accumulated amortization of the assets controlled.

9. Accumulated surplus

The accumulated surplus consists of individual fund surplus/(deficit) amounts and reserve and reserve funds as follows:

	2022	2021
Invested in tangible capital assets	\$ 86,467,772	\$ 81,441,536
General revenue accumulated surplus (deficit)	(459,582)	946,429
Unfunded landfill closure costs	(793,575)	(417,404)
Reserves and reserve funds	<u>18,147,066</u>	<u>20,181,779</u>
	<u>\$ 103,361,681</u>	<u>\$ 102,152,340</u>

For additional information, see the Consolidated Schedule of Continuity of Reserves, Reserve Funds, and Deferred Revenue.

10. Segmented information

The Town of St. Marys is a diversified municipal government institution that provides a wide range of services to its citizens such as recreational and cultural services, planning and development, fire, and transportation services. Distinguishable functional segments have been separately disclosed in the segmented information. The nature of the segments and the activities they encompass are as follows:

General Government

This segment relates to the general operations of the municipality itself and cannot be directly attributed to a specific segment.

Protection to Persons and Property

Protection is comprised of fire protection, policing, court services, conservation authorities, protective inspection and control, building permit and inspection services, emergency measures and other protection services.

Transportation Services

Transportation services include road maintenance, winter control services, street light maintenance, parking lots, equipment maintenance and other transportation services.

Environmental Services

Environmental services include the sanitary sewer system, storm sewer system, waterworks, waste collection, waste disposal and recycling.

Health Services

This service area includes public health services, hospitals, ambulances, cemeteries and other health services.

Social and Family Services

This service area includes general social assistance, assistance to aged persons, childcare and other social services.

Social Housing

This service area includes public housing and other social housing services.

Recreational and Cultural Services

This service area provides public services that contribute to the provision of recreation and leisure facilities and programs, the maintenance of parks and open spaces, library services, museums and other cultural services.

Planning and Development

This segment includes matters relating to zoning and site plan controls, land acquisition, development initiatives, agriculture and reforestation, municipal drainage and tile drainage.

For additional information, see the schedule of segmented information.

11. Financial instrument risk management

Credit risk

The municipality is exposed to credit risk through its cash, trade and other receivables, loans receivable, and long-term investments. There is the possibility of non-collection of its trade and other receivables. The majority of the municipality's receivables are from ratepayers and government entities. For trade and other receivables, the municipality measures impairment based on how long the amounts have been outstanding. For amounts outstanding considered doubtful or uncollectible, an impairment allowance is setup.

Liquidity risk

Liquidity risk is the risk that the municipality will not be able to meet its financial obligations as they fall due. The municipality has a planning and a budgeting process in place to help determine the funds required to support the municipality's normal operating requirements on an ongoing basis. The municipality ensures that there are sufficient funds to meet its short-term requirements, taking into account its anticipated cash flows from operations and its holdings of cash and cash equivalents. To achieve this aim, it seeks to maintain an available line of credit balance as approved by the appropriate borrowing bylaw to meet, at a minimum, expected requirements.

Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates or interest rates will affect the municipality's income or the value of its holdings of financial instruments. The objective of market risk management is to control market risk exposures within acceptable parameters while optimizing return on investments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The municipality is exposed to interest rate risk arising from the possibility that changes in interest rates will affect the variable rate of temporary borrowings and long-term liabilities and the value of fixed rate long-term liabilities.

There has been no significant changes from the previous year in the exposure to risk or policies, procedures and methods used to measure risks.

12. Contingent liability

The municipality has been notified of liability claims. Because the claims are within the municipality's insurance coverage, no provision has been made for the contingency in the financial statements.

The municipality has guaranteed a line of credit for The Canadian Baseball Hall of Fame & Museum with a limit of \$100,000, secured by guarantees from the Town of St. Marys and from several current and former directors of The Canadian Baseball Hall of Fame & Museum.

13. Budget amounts

Under generally accepted accounting principles, budget amounts are to be reported on the consolidated statement of financial activities for comparative purposes. The 2022 budget amounts for the Corporation of the Town of St. Marys approved by Council are unaudited and have been restated to conform to the basis of presentation of the revenues and expenditures on the consolidated statement of activities. Budget amounts were not available for certain boards consolidated by the municipality.

Approved budget annual surplus (deficit)	\$ -
Acquisition of tangible capital assets	13,487,600
Amortization of tangible capital assets	(2,640,249)
Debt principal repayments	917,753
Net reserve, reserve fund, and surplus transfers	(9,562,594)
Huron Perth Public Health proportionate net budget	-
Spruce Lodge proportionate net budget	(2,010)
Budgeted surplus (deficit) reported on consolidated statement of operations	<u>\$ 2,200,500</u>

14. Financial impact of COVID-19 pandemic

On March 11, 2020 the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency limiting the number of people in a gathering and requiring rolling closures and lockdowns of non-essential business for an indeterminate period of time. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the organization's operations, cash flows and financial position. Management will continue to monitor the situation and reflect the impact in the financial statements as appropriate.

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2022

	Land	Land Improvements	Buildings	Vehicles, Machinery and Equipment	Roads and Transportation Improvements	Environmental Networks	Work in Process	TOTAL Net Book Value 2022	TOTAL Net Book Value 2021
Cost									
Balance, beginning of year	1,972,241	5,285,548	29,861,821	8,238,241	35,599,652	51,487,740	2,421,164	134,866,407	132,859,337
Add: Additions during the year		415,780	436,947	698,420	679,411	124,449	4,920,315	7,275,322	2,544,486
Less: Disposals during the year	(598)	(8,019)	(1,108,359)	(143,728)	(56,262)	(18,778)		(1,335,744)	(537,416)
Balance, end of year	<u>1,971,643</u>	<u>5,693,309</u>	<u>29,190,409</u>	<u>8,792,933</u>	<u>36,222,801</u>	<u>51,593,411</u>	<u>7,341,479</u>	<u>140,805,985</u>	<u>134,866,407</u>
Accumulated Amortization									
Balance, beginning of year	-	2,922,280	9,795,775	4,294,556	14,297,886	13,141,053	-	44,451,550	42,166,724
Add: Amortization during the year		181,804	789,651	521,876	599,352	664,151		2,756,834	2,640,249
Less: Accumulated amortization on disposals		(97)	(772,495)	(141,686)	(33,473)	(8,227)		(955,978)	(355,423)
Balance, end of year	<u>-</u>	<u>3,103,987</u>	<u>9,812,931</u>	<u>4,674,746</u>	<u>14,863,765</u>	<u>13,796,977</u>	<u>-</u>	<u>46,252,406</u>	<u>44,451,550</u>
Net Book Value of									
Tangible Capital Assets	<u>1,971,643</u>	<u>2,589,322</u>	<u>19,377,478</u>	<u>4,118,187</u>	<u>21,359,036</u>	<u>37,796,434</u>	<u>7,341,479</u>	<u>\$ 94,553,579</u>	<u>\$ 90,414,857</u>

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2022

	General Government	Protection	Transportation	Environmental	Health	Social and Family	Recreation and Cultural	Planning and Development	Work in Process	TOTAL Net Book Value 2022	TOTAL Net Book Value 2021
Cost											
Balance, beginning of year	2,335,054	5,207,475	41,441,533	53,057,782	626,879	2,591,835	26,206,342	978,343	2,421,164	134,866,407	132,859,337
Add: Additions during the year	56,334		809,813	124,448	21,273	99,441	1,240,034	3,664	4,920,315	7,275,322	2,544,486
Less: Disposals during the year	(27,508)		(56,262)	(18,778)	(30,266)	(1,905)	(1,201,025)			(1,335,744)	(537,416)
Balance, end of year	<u>2,363,880</u>	<u>5,207,475</u>	<u>42,195,084</u>	<u>53,163,452</u>	<u>617,886</u>	<u>2,689,371</u>	<u>26,245,351</u>	<u>982,007</u>	<u>7,341,479</u>	<u>140,805,985</u>	<u>134,866,407</u>
Accumulated Amortization											
Balance, beginning of year	922,066	1,007,236	16,584,315	13,960,921	250,908	1,293,883	10,190,414	241,807	-	44,451,550	42,166,724
Add: Amortization during the year	95,325	227,535	816,611	699,766	32,223	112,906	753,823	18,645		2,756,834	2,640,249
Less: Accumulated amortization on disposals	(27,508)		(33,473)	(8,227)	(23,241)	(1,222)	(862,307)			(955,978)	(355,423)
Balance, end of year	<u>989,883</u>	<u>1,234,771</u>	<u>17,367,453</u>	<u>14,652,460</u>	<u>259,890</u>	<u>1,405,567</u>	<u>10,081,930</u>	<u>260,452</u>	<u>-</u>	<u>46,252,406</u>	<u>44,451,550</u>
Net Book Value of											
Tangible Capital Assets	<u>1,373,997</u>	<u>3,972,704</u>	<u>24,827,631</u>	<u>38,510,992</u>	<u>357,996</u>	<u>1,283,804</u>	<u>16,163,421</u>	<u>721,555</u>	<u>7,341,479</u>	<u>\$ 94,553,579</u>	<u>\$ 90,414,857</u>

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Continuity of Reserves, Reserve Funds and Deferred Revenue
For the Year Ended December 31, 2022

	Balance, beginning of year	Revenues and contributions			Expenditures Utilized During Year	Balance, end of year
		Interest	From Operations	Other		
Reserves and reserve funds						
Reserves						
for general government	7,443,064		2,325,823		(1,761,685)	8,007,202
for protection services	6,481		178,000		(90,031)	94,450
for transportation services	3,229,690		1,009,004		(2,811,087)	1,427,607
for environmental services	4,072,309		1,686,137		(2,711,594)	3,046,852
for health services	6,000		3,500		-	9,500
for social and family services	297,748		-		-	297,748
for recreation and cultural services	622,229		54,512		(4,000)	672,741
for planning and development	602,560		5,362		(6,911)	601,011
	<u>16,280,081</u>	<u>-</u>	<u>5,262,338</u>	<u>-</u>	<u>(7,385,308)</u>	<u>14,157,111</u>
Reserve funds						
PUC Reserve Fund	3,652,130	(28,208)			(46,000)	3,577,922
Fire Capital Reserve Fund	249,568	6,381	294,610		(138,526)	412,033
	<u>3,901,698</u>	<u>(21,827)</u>	<u>294,610</u>	<u>-</u>	<u>(184,526)</u>	<u>3,989,955</u>
Total reserves and reserve funds	<u>20,181,779</u>	<u>(21,827)</u>	<u>5,556,948</u>	<u>-</u>	<u>(7,569,834)</u>	<u>18,147,066</u>
Deferred revenue						
Development charges	2,346,241	9,216		364,974	(125,691)	2,594,740
OCIF infrastructure funding	179,709	4,594		658,582		842,885
Parkland	13,184	337		50,000		63,521
Provincial Gas Tax Funds	296,312	9,517		142,538	(113,323)	335,044
Federal Gas Tax Funds	1,859,177	56,711		460,821	(424,000)	1,952,709
	<u>4,694,623</u>	<u>80,375</u>	<u>-</u>	<u>1,676,915</u>	<u>(663,014)</u>	<u>5,788,899</u>
Total	<u>\$ 24,876,402</u>	<u>58,548</u>	<u>5,556,948</u>	<u>1,676,915</u>	<u>(8,232,848)</u>	<u>\$ 23,935,965</u>

CORPORATION OF THE TOWN OF ST. MARYS

Segmented Information

For the Year Ended December 31, 2022

	General Government	Protective Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Social Housing	Recreation and Culture	Planning and Development	Total 2022	Total 2021
Revenue											
Taxation	13,667,252	-	-	-	-	-	-	-	-	13,667,252	13,250,783
User charges, licences, donations	133,346	27,365	148,632	5,001,450	128,906	1,335,040	-	1,330,129	215,987	8,320,855	7,324,555
Government transfers	809,827	241,736	456,025	-	869,135	2,367,340	-	413,324	43,100	5,200,487	5,694,164
Interest and penalties	421,597	-	-	5,379	17,141	1,506	-	-	-	445,623	269,189
Other	(246,368)	-	(2,870)	-	-	-	-	-	5,362	(243,876)	(102,234)
	<u>14,785,654</u>	<u>269,101</u>	<u>601,787</u>	<u>5,006,829</u>	<u>1,015,182</u>	<u>3,703,886</u>	<u>-</u>	<u>1,743,453</u>	<u>264,449</u>	<u>27,390,341</u>	<u>26,436,457</u>
Operating expenditure											
Wages, salaries and benefits	1,582,658	563,415	652,181	470,458	859,520	2,956,807	-	2,296,697	541,995	9,923,731	9,327,665
Contract services	2,189,888	1,284,244	270,722	2,094,182	711,088	249,816	-	399,651	411,303	7,610,894	5,579,557
Supplies, materials and equipment	296,280	387,746	771,312	1,097,132	509,970	831,213	446,717	1,341,118	208,053	5,889,541	4,400,491
Amortization	95,325	227,535	816,611	699,766	32,223	112,906	-	753,823	18,645	2,756,834	2,640,249
	<u>4,164,151</u>	<u>2,462,940</u>	<u>2,510,826</u>	<u>4,361,538</u>	<u>2,112,801</u>	<u>4,150,742</u>	<u>446,717</u>	<u>4,791,289</u>	<u>1,179,996</u>	<u>26,181,000</u>	<u>21,947,962</u>
Net revenue (expense)	<u>10,621,503</u>	<u>(2,193,839)</u>	<u>(1,909,039)</u>	<u>645,291</u>	<u>(1,097,619)</u>	<u>(446,856)</u>	<u>(446,717)</u>	<u>(3,047,836)</u>	<u>(915,547)</u>	<u>1,209,341</u>	<u>4,488,495</u>

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers
of the Corporation of the Town of St. Marys

Opinion

We have audited the accompanying financial statements of trust funds of the Corporation of the Town of St. Marys ("the Town"), which are comprised of the balance sheet as at December 31, 2022 and the statements of continuity of trust funds for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Town as at December 31, 2022, and its financial performance and its cash flows for the year then ended in accordance with Canadian public sector accounting standards (PSAB).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with PSAB, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

INDEPENDENT AUDITOR'S REPORT (continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Seebach & Company

Chartered Professional Accountants
Licensed Public Accountants

Clinton, Ontario
July 14, 2023

**THE CORPORATION OF THE TOWN OF ST. MARYS
TRUST FUNDS**

STATEMENT OF FINANCIAL POSITION

As at December 31, 2022

	Cemetery Care and Maintenance Fund	St. Marys Public Library Trust Fund	2022	2021
Assets				
Cash	16,065	54,486	70,551	68,753
Investments (note 2)	585,271	-	585,271	570,362
Accounts receivable	47,055	-	47,055	24,139
	<u>\$ 648,391</u>	<u>\$ 54,486</u>	<u>\$ 702,877</u>	<u>\$ 663,254</u>
Liabilities				
Accounts payable and accrued liabilities	31,333	-	31,333	16,014
Fund balance	<u>617,058</u>	<u>54,486</u>	<u>671,544</u>	<u>647,240</u>
	<u>\$ 648,391</u>	<u>\$ 54,486</u>	<u>\$ 702,877</u>	<u>\$ 663,254</u>

STATEMENT OF CONTINUITY

For the Year Ended December 31, 2022

	Cemetery Care and Maintenance Fund	St. Marys Public Library Trust Fund	2022	2021
Receipts				
Investment income	15,318	1,389	16,707	16,490
Revenue from interment rights	22,915	-	22,915	24,139
	<u>38,233</u>	<u>1,389</u>	<u>39,622</u>	<u>40,629</u>
Expenditures				
Contributions to operating fund	15,318	-	15,318	16,014
	<u>15,318</u>	<u>-</u>	<u>15,318</u>	<u>16,014</u>
Excess of receipts over expenditures for the year	<u>22,915</u>	<u>1,389</u>	<u>24,304</u>	<u>24,615</u>
Fund balance, beginning of year	<u>594,143</u>	<u>53,097</u>	<u>647,240</u>	<u>622,625</u>
Fund balance, end of year	<u>\$ 617,058</u>	<u>\$ 54,486</u>	<u>\$ 671,544</u>	<u>\$ 647,240</u>

THE CORPORATION OF THE TOWN OF ST. MARYS
TRUST FUNDS
NOTES TO FINANCIAL STATEMENTS

For the Year Ended December 31, 2022

1. Accounting Policies

Significant aspects of accounting policies adopted by the municipality are as follows:

a) Management responsibility

The financial statements of the Trust Funds are the representations of management. They have been prepared in accordance with Canadian public sector accounting standards as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada as prescribed by the Ministry of Municipal Affairs and Housing for municipalities and their related entities.

b) Basis of consolidation

These trust funds have not been consolidated with the financial statements of the Town of St. Marys.

c) Basis of accounting

Sources of financing and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

d) Investments

Investments are recorded at cost less amounts written off to reflect a permanent decline in value.

e) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

2. Investments

Trust fund investments have a market value equal to cost of \$ 585,271 (2021 : \$ 570,362).

CORPORATION OF THE TOWN OF ST. MARYS
REPORT TO COUNCIL
For the year ended December 31, 2022

The financial statements are presented on a consolidated basis and, therefore, include the proportional share of the assets, liabilities, operating revenues and expenditures of the various joint boards which the Town of St. Marys belongs to.

Financial Indicators	2022	2021	2020	2019	2018
Cash	10,131,013	15,641,600	11,472,674	7,223,116	4,345,133
Investments	16,990,902	11,160,426	11,083,766	9,896,737	9,651,570
Taxes receivable (note 1)	509,546	787,707	536,129	420,287	555,529
Accounts receivable	2,655,709	1,362,322	2,232,052	1,171,049	1,823,665
	<u>30,287,170</u>	<u>28,952,055</u>	<u>25,324,621</u>	<u>18,711,189</u>	<u>16,375,897</u>
Accounts payable	7,025,653	3,320,450	4,377,020	2,594,184	3,532,807
Deferred revenue (gas tax and development charges reserves)	5,788,899	4,694,623	3,638,516	2,831,105	1,778,045
Landfill closure and post closure liability	793,575	417,404	455,942	498,648	650,821
Municipal debt	8,085,807	8,973,321	9,937,877	7,854,884	8,731,141
	<u>21,693,934</u>	<u>17,405,798</u>	<u>18,409,355</u>	<u>13,778,821</u>	<u>14,692,814</u>
Net financial assets (note 2)	<u>8,593,236</u>	<u>11,546,257</u>	<u>6,915,266</u>	<u>4,932,368</u>	<u>1,683,083</u>
Tangible capital assets					
Net book value beginning of year	90,414,857	90,692,613	87,897,603	86,020,617	81,348,048
Purchases	7,265,122	2,544,486	5,601,103	4,097,662	7,232,276
Disposals and adjustments	(369,566)	(181,993)	(156,150)	170,218	(258,587)
Amortization	(2,756,834)	(2,640,249)	(2,649,943)	(2,390,894)	(2,301,120)
Net book value end of year	<u>94,553,579</u>	<u>90,414,857</u>	<u>90,692,613</u>	<u>87,897,603</u>	<u>86,020,617</u>
Inventory and prepaid expenses	<u>214,866</u>	<u>191,226</u>	<u>55,966</u>	<u>54,249</u>	<u>37,444</u>
Accumulated surplus (note 3)					
Net investment in capital assets less LTD	86,467,772	81,441,536	80,754,736	80,042,719	77,289,476
Unfunded landfill liabilities	(793,575)	(417,404)	(455,942)	(498,648)	(650,821)
Reserves	18,147,066	20,181,779	16,120,257	12,698,608	10,797,397
Other surplus	(459,582)	946,429	1,244,794	641,541	305,092
	<u>103,361,681</u>	<u>102,152,340</u>	<u>97,663,845</u>	<u>92,884,220</u>	<u>87,741,144</u>
Note 1: Taxes receivable	-	-	-	-	-
Current year taxes receivable as percentage of					
total levy for year	1.7%	1.8%	2.0%	2.1%	2.5%
Total taxes receivable as percentage of total levy for year	3.2%	5.0%	3.5%	2.8%	3.8%
The Town has maintained a low rate of arrears throughout the comparison period.					

Note 2: Net financial assets

Net financial assets indicates the extent of resources available to finance future operations.

Note 3: Accumulated surplus

Total accumulated surplus indicates the resources available to provide future services.

Adequate reserves are an indicator of flexibility and ability to deal with contingencies.

CORPORATION OF THE TOWN OF ST. MARYS
REPORT TO COUNCIL
For the year ended December 31, 2022

Five Year Comparison of Operating Revenue Expenses

	2022 Budget	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual
Revenue						
Taxation	13,495,309	13,667,252	13,250,783	12,803,138	12,354,086	11,925,274
Grants						
OMPF grant	546,100	546,100	542,100	529,600	530,300	535,300
Gas tax grant	113,323	537,323	357,992	-	243,772	257,000
Clean Water Wastewater Fund	-	-	-	-	25,253	347,839
OCIF	-	-	395,008	4,847	275,000	-
COVID- 19 Safe Restart	-	36,466	232,826	420,029	-	-
Modernization funding	-	-	30,000	46,667	671,990	-
Other capital grants	-	158,510	-	-	43,470	4,292
Home Support grants	423,011	460,169	443,818	436,854	427,730	427,850
Library grants	156,098	148,022	156,789	146,815	162,494	173,064
Daycare funding	828,136	937,791	1,381,226	899,273	290,204	366,370
PDHU/ HPPH	851,615	869,135	945,835	714,982	743,872	663,473
Spruce Lodge	691,222	897,185	721,412	693,394	501,183	486,403
Other government grants	239,964	241,946	158,110	109,190	164,870	129,951
Other municipal transfers	437,587	367,840	329,048	814,936	383,467	377,876
User fees						
Water and sewer	4,207,507	4,184,771	4,182,573	4,056,855	3,487,169	3,572,446
Garbage collection and disposal	913,520	816,679	836,098	848,090	784,974	790,286
Friendship Centre/ Home Support	145,550	200,331	153,115	110,943	186,890	194,826
Daycare	739,069	830,529	567,267	372,439	1,085,189	958,517
Recreation	896,475	1,163,699	478,569	502,224	1,249,104	1,214,137
Building department	190,000	136,520	211,910	201,865	114,934	143,342
PDHU/ HPPH	9,213	6,723	7,946	16,006	40,350	35,683
Spruce Lodge	327,197	304,181	300,450	321,268	291,156	284,581
Capital	-	75,377	131,401	710,264	30,222	132,650
Other fees and charges	328,270	602,045	455,226	402,935	401,396	451,437
Other income						
Bank interest and penalties on taxes	246,926	445,623	269,189	488,332	457,381	360,293
Gain (loss) on sale of capital assets	-	(369,566)	(150,296)	(156,150)	170,218	(154,192)
Developer and Parkland charges	-	125,690	48,062	182,157	1,033,056	2,440,025
Total revenue per financial statements	<u>25,786,092</u>	<u>27,390,341</u>	<u>26,436,457</u>	<u>25,676,953</u>	<u>26,149,730</u>	<u>26,118,723</u>
Expenditures (line items exclude depreciation and capital)						
Council	157,766	146,589	136,156	133,847	132,314	130,081
Other general government	2,763,506	3,922,237	2,181,238	2,216,750	2,158,102	1,770,913
Fire	585,153	571,183	556,297	469,508	438,187	439,755
Policing	1,179,465	1,190,566	1,133,289	1,024,285	961,412	1,394,507
Conservation authority	145,865	143,332	126,593	143,885	88,756	98,499
Building, water quality, and other protective serv	344,267	330,324	476,176	477,577	194,687	198,822
Roads and streetlights	1,512,690	1,694,215	1,644,894	1,723,082	1,872,392	1,698,663
Water and sewer	2,261,667	2,520,841	2,420,071	2,767,716	2,499,472	2,283,688
Waste collection and disposal	835,301	764,760	716,977	815,276	774,537	716,072
PDHU/ HPPH	860,828	856,625	994,785	575,721	652,702	675,012
Spruce Lodge	1,021,355	1,209,609	1,021,215	791,092	836,548	717,237
Aged Persons	780,661	868,272	775,393	757,854	832,412	840,924
Childcare	1,945,400	1,843,922	1,857,682	1,340,936	1,569,327	1,488,226
Cemeteries and other health and social services	1,752,542	1,786,703	1,350,380	1,311,359	1,322,447	1,390,589
Parks	444,960	653,268	528,054	398,913	456,671	488,884
Recreation programs, facilities and cultural	2,403,743	2,408,174	1,762,966	1,761,682	2,409,026	2,854,139
Libraries	868,851	774,411	740,206	573,259	662,637	670,442
Museums	217,713	201,613	184,825	138,688	180,544	176,602

	2022 Budget	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual
Planning and development	863,610	1,161,351	739,054	868,661	725,760	866,854
Capital expenditures	13,487,600	7,265,122	2,544,486	5,601,103	4,097,662	7,232,276
Net transfers to (from) reserves	3,811,683	2,631,654	2,183,881	2,046,235	814,414	(1,908,144)
Total expenditures	38,244,626	32,944,771	24,074,618	25,937,429	23,680,009	24,224,041
Less: capital expenditures	(13,487,600)	(7,265,122)	(2,544,486)	(5,601,103)	(4,097,662)	(7,232,276)
net transfers to (from) reserves	(3,811,683)	(2,631,654)	(2,183,881)	(2,046,235)	(814,414)	1,908,144
Add: amortization and writedowns	2,640,249	2,756,834	2,640,249	2,649,943	2,390,894	2,301,120
Add: increase (decrease) in landfill post-closure liability		376,171	(38,538)	(42,706)	(152,173)	-
Total expenditures per financial statements	23,585,592	26,181,000	21,947,962	20,897,328	21,006,654	21,201,029
Net surplus (deficit) per financial statements	<u>2,200,500</u>	<u>1,209,341</u>	<u>4,488,495</u>	<u>4,779,625</u>	<u>5,143,076</u>	<u>4,917,694</u>



MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Emergency Services / Fire Department
Date of Meeting:	22 August 2023
Subject:	FD 09-2023 August Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 09-2023 August Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

During the month of August (14 July – 11 August 2023) the Fire Department responded to 12 emergency responses most notably:

- Automatic Alarm – 3 St. Marys
- CO Alarms – 3 St. Marys
- Pre-fire – 2 St. Marys
- MVC – 2 St. Marys
- Authorized controlled burn – 1 Perth South
- Drowning – 1 Perth South

Average attendance of firefighters - 14

Fire Chief/Duty Officer attended 2 calls alone.

St. Marys Fire Department has responded to 62 calls for service (01 January – 11 August 2023) compared to 85 (01 January – 11 August 2022).

Fire Prevention

During the month of July (14 July – 11 August 2023) the Chief Fire Prevention Officer accomplished the following:

Inspections

- 2 Complaints
- 7 Follow up and ongoing
- 2 Requests
- 7 Routine
- 2 Site visits (request for clarification regarding Ontario Fire Code, lockbox installation location)
- 1 home visits re: smoke alarm/CO date and replacement
- Observed 1 fire drill

21 Total

Public Education

Mentoring a student that will be starting a Fire Prevention course at Fanshawe in September. CFPO will supervise and observe fire inspections of various buildings, identify violations and infractions, verify fire code violations, and conduct a follow up with the business upon completion.

Community Superhero's Week

- Fire Chief, Lt. St. Clair & FF Lippert conducted Public Education for the children involved with Camp PRC Community Superhero's Week.

Training

- Pumper operations
- Maintenance Night
- Meeting Night
- Training House Exercise
- Low Slope rescue training

St. Marys Fire Department Firefighter Recruiting process

- HR has initiated Letters of Offer to four successful candidates, and they are in the process of completing their paperwork.

SPENDING AND VARIANCE ANALYSIS

- Installation of radios and associated hardware/accessories in new pumper - \$3,112.02
- Decals for new pumper - \$1,791.05
- Pump testing Ladder truck and Tanker - \$2,388.68
- Various connections and fittings for new pumper - \$2,536.96
- 4" Gate Valve for new pumper - \$2,004.67

Report Approval Details

Document Title:	FD 09-2023 August Monthly Report (Emergency Services).docx
Attachments:	
Final Approval Date:	Aug 11, 2023

This report and all of its attachments were approved and signed as outlined below:

Brent Kittmer



MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Human Resources

Date of Meeting: 22 August 2023

Subject: HR 06-2023 August Monthly Report (Human Resources)

RECOMMENDATION

THAT HR 06-2023 August Monthly Report (Human Resources) be received for information.

DEPARTMENTAL HIGHLIGHTS

Recruitment (current/on-going)

- Job postings, re-posts, interviews, and/or offers prepared for:
 - Firefighters
 - Library Page
 - Curatorial & Programming Assistant – REPOST
 - Educator & Educator assistant – B&A Program – REPOST
 - Recreation Manager
 - Crossing Guards
 - Facility Operator B
 - Arena Assistant

Committee Engagement

- JHSSC Meeting – July 12th
- STEAM Committee Meeting – July 13th & 27th
- STEAM BBQ – July 19th

HR Systems/Admin

- Exit Interview – Rec. Manager – July 11th

Health & Safety/ Training

- New Hire Orientation – July 26th
- Conducted Electronic Timesheet training sessions for new staff

Payroll and Benefits

- Engaged in Avanti (HRIS & Payroll) weekly meetings
 - Completed employee profile and user set up templates for system setup
- Completed and submitted report on hiring to Service Canada for July 2022
- Compiled billing information for Public Works & Finance on Holy Name of Mary School Crossing Guard invoicing to the Huron-Perth Catholic District School Board for the period January to June 2023

- Completed Program Assistant hours and billing information for both Early Learning services and Camp PRC for the month of July.

SPENDING AND VARIANCE ANALYSIS

None

Report Approval Details

Document Title:	HR 06-2023 August Monthly Report (Human Resources).docx
Attachments:	
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Jennifer Knechtel

Brent Kittmer

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Public Works

Date of Meeting: 22 August 2023

Subject: PW 46-2023 August Monthly Report (Public Works)

RECOMMENDATION

THAT PW 46-2023 August Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

General Administration

- Green Advisory Committee
 - No meetings scheduled for August. Next meeting scheduled for September 21, 2023.
- Traffic and Parking
 - Traffic Control:
 - Event road occupancy – Qty 2 - July, Qty 1 - Aug
 - Construction road occupancy – Qty 2 - July, Qty 1 - Aug
- St. Marys Transportation Network Safety Plan
 - Project paused while Public Works staff manage capital project implementation.
 - Church and Jones St. intersection:
 - Started scoped review of Jones St & Church St. intersection due to recent observed accidents.
 - St. Marys Fire searched legacy call database and has been dispatched to the location 9 times between November 2003 and August 2023.
 - Although this frequency appears low, the Fire Chief confirmed this is by far the most frequent intersection in St. Marys for accidents.
 - Collision data has also been requested from the police.
 - New accessible parking stall painted on Water St. S. - location determined by collecting feedback from various users and St. Marys Mobility Bus service
 - Replaces space occupied by seasonal patio
- Corporate Climate Change Action Plan
 - Next steps to be presented to the Green Advisory Committee in Q4
- 2023 Parks Program
 - July – 11 outdoor events scheduled (7 external, and 4 internal), and Farmers Market each Saturday
 - August – 17 outdoor events scheduled (10 external, and 7 internal), and Farmers Market each Saturday

Environmental Services

- Cured in place pipe (CIPP) spot repair to be completed on Queen Street East to close improper lateral opening. No cost to Town – Identified on warranty inspection post installation.

- Additional CCTV inspections to be completed of sanitary sewer system on Elizabeth, Thomas and Riverview walkway easement. Inspection will complete pre-tender inspections to support future CIPP project.
- Landfill amended ECA received for additional volume allowance through September 2024
- Water meter repairs ongoing
- Wood and Brush grinding tender to be released
- Preliminary works on supporting documentation for Municipal Drinking Water License renewal (Due April 2024)
- Operational and Capital budget preparations for 2024 related to Environmental Services
- Development application reviews
- Hazardous and Special Product material claims – Event No. 2 completed July 22nd with 214 vehicles processed.
- Aeration piping and diffuser replacement commenced
- WPCP Upgrades commenced with initial site works mobilization and shop drawing reviews ongoing
- Kick Off meeting and Site tour of WPCP for Municipal Class Environmental Assessment project

Public Works Operations

- Asphalt Hot Patching Program ongoing in August – 21 tons of hot patch applied
- Traffic By-Law Signage revisions ongoing
 - Community Safety & Speed reduction zone
 - Water St. Completed
 - James St. North – Pending
 - Yield to Stop Conversions – Ongoing
- Coverage for staff vacations
- Review of Fleet Capital Budget Requirements
- Internal Tree Trimming program for Regulatory and New Wayfinding signage
- Cemetery Interments and topsoil leveling

Parks, Trails, Tree Management and Beautification

- Cemetery Statistics

Month	Traditional Burials	Cremation Burials	Cremation Interment	Interment Rights Sold	Traditional Interment Rights	Columbarium Interment Rights
January	4	0	2	3	1	2
February	1	2	0	2	2	0
March	5	1	0	2	2	0
April	1	6	1	1	0	1
May	1	2	0	2	2	0
June	2	4	1	3	3	
July						

Total						
--------------	--	--	--	--	--	--

- General maintenance activities such as collection of garbage, playground inspections, turf maintenance tree pruning and trail maintenance.
- Preparing for Soccer Field Top Dressing Sept 2023
- Repairs to Daycare Playground
 - Sourcing contractor to remove some natural wood components that have failed.

Capital Projects, Engineering and Asset Management

- Capital Budget Development
- Concrete and Asphalt Repair Maintenance tenders issued
- McLean Taylor awarded concrete sealing work to protect new concrete and mortar from salt deterioration on the Church Street, Wellington Street and Park Street. Work to occur week of August 14
- Design work commenced for 2024 Wellington and Victoria Street Reconstruction (Park Street to St. Maria, and Church to Water Street)
- New Playground installed in ThamesCrest Farms Phase 2A subdivision
- Skate Park Expansion work anticipated to start September 5. Anticipate 6-7 week construction window.
- Preparations for Grand Trunk Trail improvements underway. Long lead time (16 weeks) for new poles will require an adjustment to construction approach but all work is still anticipated to be completed in 2023
- Working with Festival Hydro on their plan to replace primary conductor on Elgin St. E, Hillside Crt and Cain St. this summer/fall
- Test pits for soil analysis for Carling St. watermain project anticipated during week of August 14
- Working with Corporate Services on completing Wayfinding project
- Working with developer and engineers to address lot grading issues - anticipate final assumption of subdivision within the next couple months.
- Various development related technical reviews
- New James St. Pedestrian Crossing at Grand Trunk Trail planned for week of August 28

SPENDING AND VARIANCE ANALYSIS

- 01-7195-5990 – Parks – Materials and Supplies
 - Variance of \$1510.00 for the purchase of a bench at the ThamesCrest Development park.

Report Approval Details

Document Title:	PW 46-2023 August Monthly Report (Public Works).docx
Attachments:	
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Jed Kelly

Brent Kittmer

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jeff Wolfe, Infrastructure Services Manager
Date of Meeting:	22 August 2023
Subject:	PW 47-2023 Skate Park Design-Build Agreement

PURPOSE

This report presents the formal design-build agreement with Radius Contracting Inc. for skate park upgrades.

RECOMMENDATION

THAT PW 47-2023 Skate Park Design-Build Agreement report be received; and

THAT Council consider By-law 86-2023, being a by-law to authorize the Mayor and Clerk to sign the design-build contract with Radius Contracting Inc. for upgrades to the St. Marys skate park.

BACKGROUND

On October 26, 2021, Council approved the skate park expansion project in principle to allow for the Steering Committee to proceed with its planning efforts; and approved in-kind staff support to the Skate Park Steering Committee to assist with finance/donations, branding, engineering and design, etc. The goal of the project is to repair what currently exists and expand the park to ensure inclusivity of all wheels (bike, scooter, skateboard, and inline), and support a variety of skill levels.

On February 22, 2022, Council approved \$15,000 for design services and to move forward with an RFP process to select a preferred vendor. Radius Contracting Inc. (Radius) was the successful proponent from that RFP process.

On November 8, 2022, Council received a project update explaining the public consultation process to be undertaken to receive feedback on the preferred design concept.

On Feb 23, 2023, Council received the results of the public consultation process and approved Radius design number 1 for the skate park expansion.

REPORT

This report presents the formal agreement between the Town and Radius for the design and construction of the Town's skate park expansion. The Town has previously approved Radius to proceed with finalizing the design and going to construction based on the preferred concept, but a formal agreement is required prior to the start of construction. The contract is a standard document created by the Canadian Construction Documents Committee (CCDC) and is specifically meant for a design-build approach with a stipulated price that was utilized for the skate park expansion project. Typical contractual arrangements are detailed including the process and requirements for construction, changes, payment, warranties, holdbacks, insurance, etc. The contract is attached as Attachment 1.

Staff are currently working through the review and approval of specifications and construction details with Radius. Radius has indicated that they anticipate construction to be able to commence on September 5, 2023. The project is expected to have a 6-7 week construction window, during which time the park will be closed to the public.

FINANCIAL IMPLICATIONS

The contract price for the design/build of the skate park expansion is \$315,000.00 + HST. The total project cost net of the Town’s HST rebate is \$320,544.00.

The project was spearheaded by a community group who created a fundraising committee. The committee has successfully raised \$53,500 as of August 1, 2023 along with a Rotary Club commitment of \$100,000.00.

The project qualifies for Development Charges which will cover \$100,000. The Town has committed to covering any costs above fundraising efforts to be paid through the Town’s General Capital Reserve. The additional amount is currently projected at \$67,044.00. The Town is also planning to complete other site improvements following construction (potentially to be completed in 2024) estimated at \$85,000.00 which are also to be funded by the General Capital Reserve.

SUMMARY

The Town went through an RFP process and selected Radius Contracting Inc. to design a skate park expansion. Following a public consultation process, Option 1 was selected as the preferred design and Council directed staff to work with Radius to proceed to construction. The attached construction contract is required to proceed with construction.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Andre Morin – Director of Corporate Services/Treasurer

Report Approval Details

Document Title:	PW 47-2023 Skate Park Design-Build Agreement.docx
Attachments:	- Attachment 1 Design Build Contract.pdf - Attachment 2 Concept 1.pdf
Final Approval Date:	Aug 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Jed Kelly
Andre Morin
Brent Kittmer

CCDC 14

Design-Build Stipulated Price Contract

2 0 1 3

Name of Work

Apply a CCDC 14 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 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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Public-Sector Owners

Private-Sector Owners

*The Association of Consulting Engineering Companies-Canada

*The Canadian Construction Association

*Construction Specifications Canada

*The Royal Architectural Institute of Canada

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

This document has also been endorsed by the Canadian Design-Build Institute.



Comments and inquiries should be directed to:
Canadian Construction Documents Committee
1900-275 Slater Street
Ottawa, ON
K1P 5H9
613 236-9455
info@ccdc.org
ccdc.org

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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

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

This Agreement made on the _____ day of _____ in the year _____.

by and between the parties:

hereinafter called the "*Owner*"
and

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The *Design-Builder* shall:

- 1.1 provide the *Design Services*, and
- 1.2 perform the *Work* for

insert above the name of the Work

located at

insert above the Place of the Work

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

insert above the name of the Consultant

is acting as, and is hereinafter called, the "*Consultant*", and for which

insert above the name of the Payment Certifier

is acting as, and is hereinafter called the *Payment Certifier*, and for which

insert above the name of the Owner's Advisor

is acting as, and is hereinafter called the *Owner's Advisor**,
(*Strike out if none appointed)

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- 1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance* of the Work by the day of in the year .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for 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 – DESIGN SERVICES AND THE WORK:
- Agreement Between Owner and Design-Builder
 - Definitions in this *Contract*
 - General Conditions of this *Contract*
 - Owner's Statement of Requirements, consisting of the following (list those written requirements and information constituting those documents intended to comprise the Owner's Statement of Requirements):

- Construction Documents

*

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents, e.g. Supplementary Conditions; Proposals; Specifications (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); Drawings (giving drawing number, title, date, revision date or mark); Addenda (giving title, number, date).

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ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

4.2 *Value Added Taxes* (of %) payable by the *Owner* to the *Design-Builder* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

/100 dollars \$

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

4.5 Amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to 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 percent (%), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* 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 *Design-Builder* 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 and machinery insurance policies, payments shall be made to the *Design-Builder* 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

(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 claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which 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.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

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- 6.3 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.
- 6.4 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.
- 6.5 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

*name of Owner**

Address

facsimile number

email address

Design-Builder

*name of Design-Builder**

Address

facsimile number

email address

Owner's Advisor**

*name of Owner's Advisor**

Address

facsimile number

email address

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

** Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

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 the inapplicable term.

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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 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted 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

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

signature

name of person signing

Text


WITNESS

DESIGN-BUILDER

name of Design-Builder



signature



signature

name of person signing

name and title of person signing

signature

name of person signing

N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder 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.

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DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- 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.

Construction Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

Construction Equipment

Construction Equipment means 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*.

Consultant

The *Consultant* is the person or entity 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* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

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.

Contract Documents

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

Contract Price

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

Contract Time

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

Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

Design Services

Design Services are the professional design and related services required by the *Contract Documents*.

Drawings

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

Notice in Writing

A *Notice in Writing* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Other Consultant

Other Consultant is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

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Owner's Advisor

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

Owner's Statement of Requirements

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Payment Certifier

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

Place of the Work

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

Product

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

Project

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Design-Builder* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Construction Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the necessary services for the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* to perform a part or parts of the *Work* at the *Place of the Work*.

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 *Payment Certifier*.

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 *Owner* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Design-Builder* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the *Work* but not incorporated into the *Work*.

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 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 *Design-Builder* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

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*.

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GENERAL CONDITIONS OF THE DESIGN-BUILD 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 design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or 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 the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or 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 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 *Design-Builder*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Owner's Statement of Requirements*,
 - the *Construction Documents*,
 - .2 later dated documents shall govern over earlier documents of the same type, and
 - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

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 hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* 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 to in writing.

GC 1.4 ASSIGNMENT

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

GC 1.5 CONFIDENTIALITY

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

PART 2 OWNER'S RESPONSIBILITIES

GC 2.1 OWNER'S INFORMATION

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

GC 2.2 ROLE OF THE OWNER

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

GC 2.3 OWNER'S ADVISOR

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any portion of the *Design Services* or the *Work*.

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- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* 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.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed 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 *Design-Builder* 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 all costs incurred by the *Design-Builder* as a result of such examination and restoration.

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GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 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 *Design Services* and the *Work*;
 - .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 *Design-Builder* as it affects the *Design Services* and 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.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* 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 *Owner* 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 *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or 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 *Design Services* or 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.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* 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 *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
 - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

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- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* 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 *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

GC 3.3 ROLE OF THE CONSULTANT

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

- 3.4.1 The *Design-Builder* 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 *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
 2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
 3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
 4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

GC 3.5 CONSTRUCTION DOCUMENTS

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- 3.6.1 The *Design-Builder* shall:
1. promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
 2. monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 3. advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

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GC 3.7 SUPERVISION

- 3.7.1 The *Design-Builder* 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.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Design-Builder* 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 the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* 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, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

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- 3.11.4 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* 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 performed 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 *Design-Builder'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 each cash allowance and the actual cost of the work performed 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 *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder'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 *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* 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 *Design-Builder 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 *Design Services* and the *Work* progress.
- 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 to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

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- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and 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 *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 5.2.8 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 *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
 - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, 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 *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Design-Builder* 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 *Payment Certifier* 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 *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing 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 *Design-Builder* shall:
 - .1 submit an application for payment of the holdback amount,
 - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

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- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* 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 *Design-Builder*.
- 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 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 *Design-Builder* 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 *Design-Builder* 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 *Design-Builder*, the *Payment Certifier* 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 *Design-Builder* 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 *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* 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 *Design-Builder* 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 *Payment Certifier*. 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 *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate 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 *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* 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 *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

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GC 5.8 DEFERRED WORK

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

GC 5.9 NON-CONFORMING DESIGN SERVICES AND 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 *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE CONTRACT

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, 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.
- 6.2.2 When the *Owner* and *Design-Builder* 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 *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change 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 *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes 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 *Design-Builder'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 *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

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- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 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 *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, 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 *Design-Builder*, for personnel:
 - (1) stationed at the *Design-Builder'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, coordination drawings, and project record drawings; or
 - (4) engaged in the processing of changes in the *Design Services* or 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 *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 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 *Design-Builder*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Design-Builder's* field office;
 - .8 deposits lost;
 - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
 - .10 the amounts of all subcontracts;
 - .11 quality assurance such as independent inspection and testing services;
 - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
 - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
 - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .17 removal and disposal of waste products and debris; and
 - .18 safety measures and requirements.
- 6.3.8 Notwithstanding 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 *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* 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 *Owner* 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 *Design-Builder's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.

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- 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 to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* 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 *Design-Builder* discovers conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and 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 *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion 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 *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 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 AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
 - .2 fire, unusual delay by common carriers or unavoidable casualties, or
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
- then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

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incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* 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 *Owner* no 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 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim 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, to give the other party the opportunity to take actions to mitigate the claim.
- 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 other party 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 regular intervals as agreed between the parties, 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 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

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GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Design-Builder Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 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 *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, 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.
- 7.2.4 If the *Design-Builder* 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 *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
 - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
 - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
 - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
 - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
 - .4 charge the *Design-Builder* the amount by which:
 - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
 - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
 - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

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GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.3.1 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 *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* 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 *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
 - .2 make reasonable efforts to delay *Product* deliveries, and
 - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 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, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, 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.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. 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 the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary 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 *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

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- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, 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.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, 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 and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 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* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 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.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

GC 8.2 RETENTION OF RIGHTS

- 8.2.1 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 8.1.4.
- 8.2.2 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 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Design-Builder* 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 *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
 - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

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- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* 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 AND MATERIALS

- 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 *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .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 *Design-Builder* 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 substance 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 *Design-Builder* 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 *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or 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 *Design-Builder* or anyone for whom the *Design-Builder* 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 *Design-Builder* shall:
- .1 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 legislation applicable to the *Place of the Work*, and
 - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* 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 *Design Builder* or anyone for whom the *Design Builder* 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 *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder'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;

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- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – 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 in paragraphs 9.2.7 or 9.2.8.

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 of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.
- 9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:
 - .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
 - .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Design-Builder* 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 *Design-Builder* 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.
- 9.5.2 If the *Owner* and *Design-Builder* 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 make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.
- 9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder'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 9.5.2, and
 - .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder'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 *Design-Builder* 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 agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

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.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, 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 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

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 proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made 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 *Design-Builder* fails to advise the *Owner* 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 *Design-Builder* 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 proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or 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 *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder'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 by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

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GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* 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 *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* 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 proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
 - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All 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.
 - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
 - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” 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 *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*; or
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. 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*.
 - .7 The “all risks” 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 *Design-Builder* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Design-Builder* 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 *Design-Builder* 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 *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
 - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at 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 of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

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- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* 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 of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 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 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder'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 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* 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 any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, 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, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

GC 12.1 DEFINITION AND SURVIVAL

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

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GC 12.2 INDEMNIFICATION

12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, 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) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
- (2) a breach of this *Contract* by the party from whom indemnification is sought; 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 5.4.3 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*.

12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 of the Agreement – 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 12.2.2.1 and 12.2.2.2 shall apply.

12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.

12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.

12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Design-Builder'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*.

12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:

- .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; and
- .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 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:

- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
- .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

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GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at 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 *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *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 *Design-Builder* 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 *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at 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 *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *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 *Design-Builder* 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 *Design-Builder* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
 - .4 damages arising from the *Design-Builder'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 12.5 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* 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.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

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- .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.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 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.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 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 is received pursuant to paragraph 12.4.3.1 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*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 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 is received pursuant to paragraph 12.4.1.1 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 12.5 WARRANTY

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder'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.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.

Appendix A – Skatepark Expansion – Concept One

ST. Marys, ON
Skatepark expansion - Concept one

Context Plan



ONTARIO CANADA
ST. MARYS

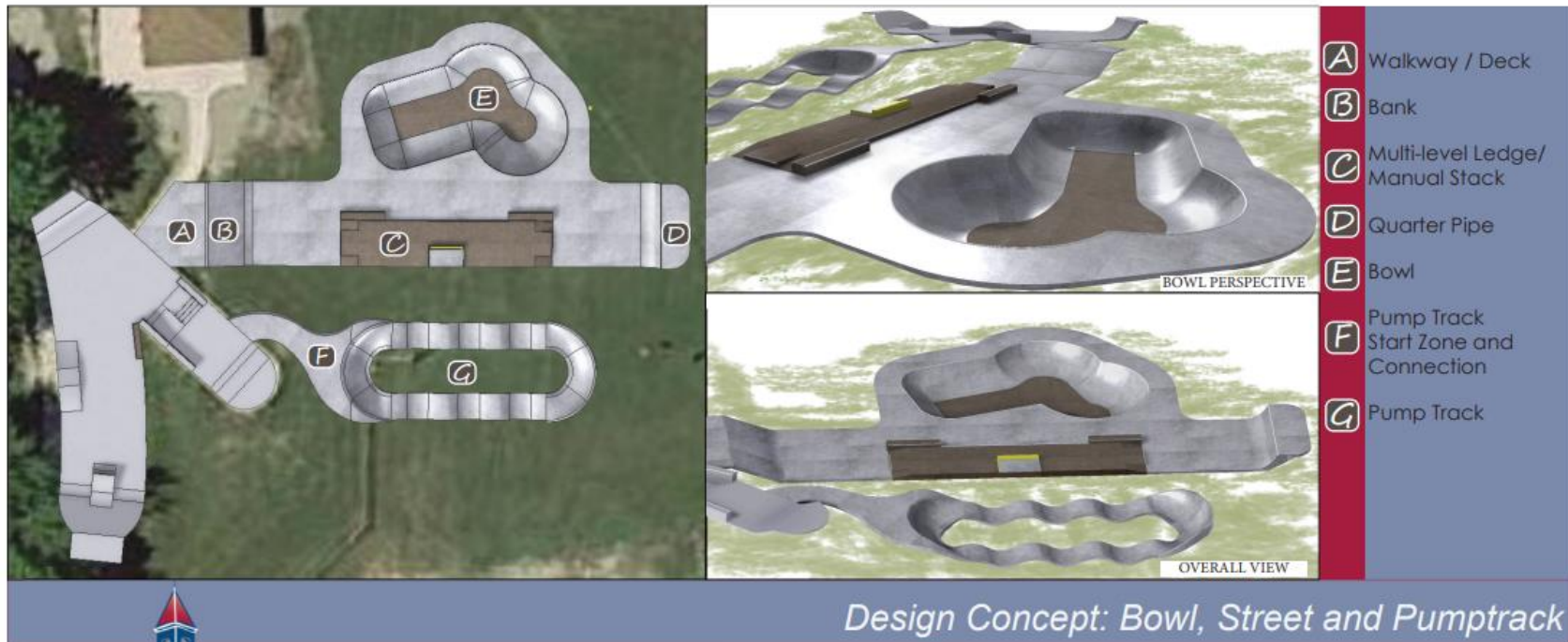
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CONTRACTING

TRANSITION
CONSTRUCTION

Appendix A – Skatepark Expansion – Concept One

ST. Marys, ON Skatepark expansion - Concept one

Concept plan



ONTARIO CANADA
ST. MARYS

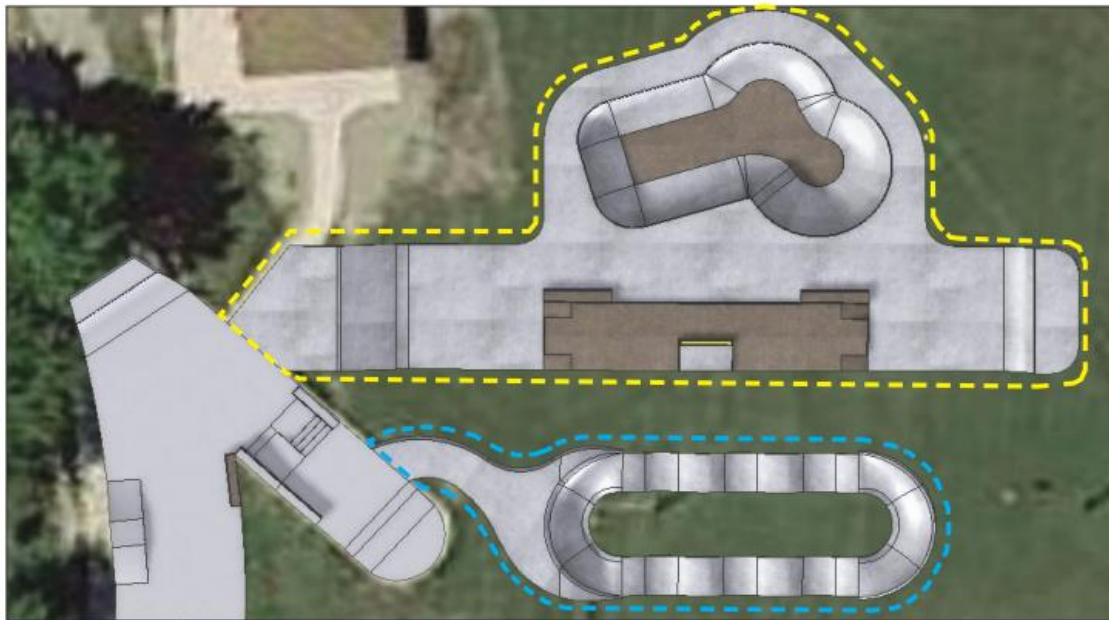
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TRANSITION
CONSTRUCTION

Appendix A – Skatepark Expansion – Concept One

ST. Marys, ON Skatepark expansion - Concept one

Phasing plan



--- Phase One

Bowl and Street Feature

Estimated Budget - \$250,000

--- Phase Two

Pump Track

Estimated Budget - \$65,000

Total Estimated Budget: \$315,000

Design Concept: Street and Combined Pipe and Pump Track



ONTARIO CANADA

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**Board of Directors Meeting Highlights
Held in the boardroom at the
Material Recovery Facility on
August 17, 2023 at 8:30 AM**



Circular Materials Started to Manage Blue Box Recycling Program on July 1

Circular Materials (CM), a national, not-for-profit recycling organization, started to manage the blue box recycling program Saturday, July 1 in one third of the Province. The Bluewater Recycling Association members transition April 1, 2024. This transition will result in no change to the recyclable materials residents currently put in their blue boxes or to current recycling schedules.

This change in oversight of the blue box recycling efforts is due to the provincial mandate. In 2021, Ontario passed a new regulation that shifts the financial and operational responsibility of blue box recycling from municipalities to producers (i.e., those that produce and supply blue box materials to residents). In this new extended producer responsibility (EPR) framework, producers will become fully responsible for collecting and recycling their materials when residents discard them. This transition to EPR will take place between July 1, 2023, and the end of December 2025. CM will be managing municipal recycling programs on behalf of producers to support them in meeting their regulatory obligations.



Amendments To The Blue Box Regulation To Expand Deductions For Producers

Ontario is working to create a more effective extended producer responsibility framework, including transitioning the blue box service to a producer responsibility model starting July 1, 2023.

On June 26, 2023, the government finalized administrative changes to the blue box regulation that will ensure producers' supply reporting is better aligned with the amount of material in the blue box system. Specifically, the amendments will:

- expand permitted deductions used to set management requirements
- harmonize annual reporting deadlines with other jurisdictions

The draft amendments were posted on the Environmental Registry of Ontario (ERO) for a 30-day consultation period, starting May 17, 2023. For details about the changes, visit the ERO website at <https://ero.ontario.ca/notice/019-6962>.

Producers will be able to claim expanded deductions through a revised report on July 31, 2023, with expanded deductions reporting implemented as part of annual reports each year thereafter.

Niagara Region's Opts Out of Residential Recycling Collection On Behalf Of Producers

Niagara Region's has approved a staff recommendation to not 'opt in' to providing curbside collection of recycling from residences, facilities and public spaces after Niagara Region's transition to the new Producer Responsibility Blue Box Program on Jan. 1, 2024.

The decision sets the direction for responsibility of residential recycling collection to be removed from the Region and placed solely in the hands of Circular Materials Ontario. Circular Materials Ontario is the organization responsible for setting up contracts to collect and receive recycling materials across the province, on behalf of Producers. The decision was made due to potential risks with the agreements being offered by Circular Materials Ontario that would have seen the Region maintain responsibility as a recycling collection provider, on Circular Materials Ontario's behalf, until Dec. 31, 2025. Beyond 2025, Producers take full control (operationally and financially) of the residential Blue Box program across Ontario.

The Region's decision to not 'opt in' to the continued provision of recycling collection will result in changes for local residents come Jan. 1, 2024, including new customer service contacts for inquiries about recycling collection, changes in the distribution and replacement of recycling containers and what can be recycled.

In addition to not 'opting in' to providing recycling collection, the Committee also made two additional key decisions:

- Discontinuing the collection of materials that are not part of the new Provincial producer responsibility program beginning in January 2024, such as books and flexible plastics used for food containment that are currently collected in Niagara but are not included in the new Blue Box program
- Continuing recycling collection for special events during the two year transition period

To assist in providing a smooth transition to the new recycling collection provider, the Committee also directed staff to implement a communication strategy to advise the community of changes to the Blue Box Program prior to Jan. 1, 2024.

A decision about whether the Region will continue to collect materials from industrial, commercial and institutional properties, a service not covered under the new Blue Box regulation, will also be up for consideration at a future meeting.

Niagara Region will continue to be responsible for Green Bin, yard waste, and garbage collection from residential properties as well as management of its landfills and other diversion programs.

AMO Conference Tour Opportunity - Big Diversion Outside the Blue Box

Don't miss this study tour on Monday led by Try Recycling. It will showcase Ontario's largest spent construction materials and yard waste recycling facility and its contribution to diverting over 3.5 million tonnes from landfills, serving the City of London as well as dozens of small and mid-size communities throughout Southwestern Ontario. For over 30 years, this 16-hectare facility has been working alongside municipalities, contractors and residents to divert and recycle all the materials outside not collectible through the blue box system. Attendees will hear and see how TRY Recycling assists municipalities in prolonging the useful life of Ontario's current and future landfills. From hydro poles to food waste, this tour will shine a light on innovative ways to recycle and manage materials from curbside collection, residential drop off depots and local industry to increase diversion rates in meaningful and cost-effective ways.

Ontario Deposit Option

Ontario is contemplating the introduction of a deposit-and-return system for non-alcoholic drink containers. The Minister has launched a working group to look at its options.

Our understanding is that the working group will consist of representatives from government, environmental organizations, consumer advocacy groups, recycling industry experts, and business leaders. We do not believe the working group includes municipal governments but will confirm (and what opportunities there may be contribute even if not at the table).

The objectives of the working group will be as follows:

- Reviewing existing deposit and return systems: Evaluate successful deposit and return systems implemented globally and identify their strengths, challenges, and potential applicability to Ontario. Be sure to consider our unique geography and size, with consideration to unique realities in rural, northern and Indigenous communities.
- Assessing logistical and operational aspects: Examine the infrastructure requirements, logistical challenges, technological advancements, and operational considerations for implementing a deposit and return system on a provincial scale.
- Analyzing economic and environmental impacts: Assess the potential economic and environmental impacts of a deposit and return system on various stakeholders, including consumers, businesses, waste management facilities, and the overall circular economy.
- Developing implementation strategies and recommendations: Collaboratively design strategies, policies, and recommendations to facilitate the successful implementation of a deposit and return system tailored to Ontario's unique context.

CBCRA Halts Plans To Launch Recycle Everywhere In Ontario

CBCRA has decided to halt plans to launch Recycle Everywhere in Ontario. This decision follows an announcement by Ontario's Minister of Environment to invite industry stakeholders to support the government in designing and implementing a deposit return system for the recovery of non-alcoholic beverage containers. The government's announcement has generated a significant level of uncertainty and risk among industry stakeholders.

Shortly following the announcement, CBCRA determined there is no viability to continue with the launch of Recycle Everywhere while the Ontario government adjusts the parameters for beverage container producer responsibility.

The design and implementation of a new system resets the clock on a critical environmental initiative. Among Canadian provinces, Ontario lags in beverage container recovery rates, collecting less than 50 per cent of containers today, leading to unnecessary waste in landfills, or even in parks and waterways. Thirty per cent of beverage containers are consumed and disposed of outside of the home. Without dedicated bins that make recycling accessible and convenient, these containers are likely to end up in garbage bins or, worse, as litter.

CBCRA will continue to operate its Manitoba program where it has seen significant success in increasing recovery rates and building a strong community mindset about the importance of recycling. CBCRA also remains open to engaging with industry and governments in Ontario and across Canada about the critical role that away-from-home recycling programs play in achieving environmental goals.

NOVA Chemicals Explores Feasibility Of Advanced Recycling Facility In Ontario



NOVA Chemicals Corporation and Plastic Energy will explore the feasibility of developing a pyrolysis-driven advanced recycling facility in Sarnia, Ontario. If constructed, NOVA Chemicals says that the facility would be the largest of its kind in Canada with a potential initial capacity of 66 kilotons per annum.

"Post-use plastics offer tremendous value to furthering the circular economy, and our teams at NOVA Chemicals work daily to innovate new and collaborative ways to extend the lifecycle of our products and plastic packaging," said Greg DeKunder, vice president of NOVA Circular Solutions. "This agreement with Plastic Energy is a prime example of two companies working together to create timely, effective, and sustainable solutions that will help us make progress towards our 2030 recycled plastics ambitions while diverting hard-to-recycle segments of plastic waste away from landfills."

Plastic Energy's proprietary pyrolysis technology essentially involves an innovative thermal anaerobic conversion process that successfully transforms end-of-life, plastic waste into a raw liquid chemical feedstock called Tacoil. "For every tonne of end-of-life plastic waste processed, 850 liters of chemical feedstock Tacoil are produced", Plastic Energy explains on their website. Tacoil is virtually identical to virgin polyethylene, and can be used for food-grade packaging (it can make rigid, flexible food packaging containers, for example). Tacoil can be successfully made from mixed, multi-layered, and contaminated plastics, as well as plastics no longer able to be mechanically recycled. Ultimately, with their technology, Plastic Energy aims to "build a circular economy of plastic". Plastic Energy has two commercial recycling plants in Spain that have been in operation for seven years, alongside new projects in Europe and Asia.

If built, this new facility would see NOVA Chemicals build on its already CAD \$2 billion investment in the polyethylene plant, and expanded capacity at their Corunna site in Ontario. Nova Chemicals is also the largest private employer in the Sarnia-Lambton, Ontario region. Specifically, they aim to make 30% of their total polyethylene sales recycled content by 2030.

EPA Issues Toolkit Aimed At Improving Composting

The Environmental Protection Agency (EPA) has released a toolkit to help boost composting of food waste through the principles of social marketing.

The toolkit is accompanied by composting campaign materials created by municipalities and organizations that are available for use and customization by any communities.

It also includes a planning process that uses social marketing principles to

ensure communities are tailoring the campaign to their individual needs, and it is accompanied by customizable materials.



Social marketing is a discipline that aims to change behaviors for the good of society, communities and people. Social marketing approaches can increase the effectiveness of communications and marketing efforts, the EPA says. To create meaningful, sustainable behavior change, organizations can deploy social marketing strategies to overcome barriers and provide people with personal motivators to act.

The EPA toolkit outlines seven basic steps to create an effective social marketing program designed to improving composting.

First, agencies need to define the purpose, goals and objectives of the campaign. Then, they need to define the audiences targeted by the campaign, which can have a spectrum of attitudes and knowledge regarding composting. Then, agencies should document how they'd like to see consumer behavior change.

Once the basic outline of the campaign is set, organizers should identify barriers to success, benefits of a successful campaign and how best to motivate different audiences. Finally, organizers should recruit any needed partners, develop messages and campaign materials, create an implementation plan and determine how the campaign will be evaluated.

The EPA has released the toolkit as New York City prepares to roll out its curbside compostable materials collection program and as California continues implementing SB 1383, which requires all cities in the state to reduce landfilling of compostable materials by 75 percent by 2025.

New York will begin phasing in its program this October, completing the rollout by October 2024. The city conducted what it says was a successful pilot program in Queens in 2022.

Trucking Costs Hit Record In 2022: ATRI

Last year it cost more than an average \$90 per hour to operate a truck, breaking the 2021 record as the most expensive year in trucking, the American Transportation Research Institute (ATRI) says.

Total marginal costs identified in ATRI's updated Analysis of the Operational Costs of Trucking survey spiked to US\$2.251 per mile – a 21.3% increase over 2021 with fuel costs included. Without fuel, the increase was 12%. However, driver wages, truck payments and maintenance costs also rose sharply last year, driving a strong increase in total marginal costs.

Despite the rising costs, fleets managed to improve some operational factors such as driver turnover and equipment utilization, ATRI says in the report.

While fuel costs have been increasing in recent years, they spiked in February following Russia's invasion of Ukraine, causing related costs to increase almost 54%. However, in May 2023 the average weekly price for diesel dropped below \$4 a gallon for the first time since February 2022, signifying the current return to pre-invasion prices. (All figures in US dollars.)

The trucking industry's attempts to retain and hire drivers are reflected in the 12.3% increase in total driver compensation. Driver wages grew over 15%, and ATRI says this is the fastest pace it has observed to date.

Despite the abnormal market conditions that posed unique challenges for acquiring and maintaining equipment in 2022, many carriers were willing to replace aging equipment and improve efficiency. For example, the average truck age decreased by one year since 2021, down to 4.7 years.

But that came at a cost of an 18.6% spike in truck and trailer payments, which became the greatest annual change in that cost center since 2014. The costs went up to \$0.331 per mile.

Those who acquired trucks in the first half of 2022 had to pay a premium because of the limited supply. Many other carriers bought large volumes of trucks in the second part of 2022 when supply was improving. However, such a demand affected the further increase of truck prices, ATRI explains.

Truck repair and maintenance also increased by 12%, making up the industry average of \$0.196. This increase is lower than in 2021 due to carriers' continuous efforts to replace aging equipment.

In 2023, the total amount spent on trucks, trailers and their maintenance will depend on two factors – the need to continue replacing old equipment and broader macroeconomic trends that will shape the soft freight market, ATRI says.

Table 10: 2021-2022 Annual Change of Average Costs per Mile

Motor Carrier Costs	Percent Change
<i>Vehicle-based</i>	
Fuel Costs	53.7%
Truck/Trailer Lease or Purchase Payments	18.6%
Repair & Maintenance	12.0%
Truck Insurance Premiums	2.3%
Permits & Licenses	- 6.3%
Tires	9.8%
Tolls	- 12.5%
<i>Driver-based</i>	
Driver Wages	15.5%
Driver Benefits	0.5%
TOTAL	21.3%

Ontario Injects \$1.3 Million Into Truck Driver Training For Underrepresented Groups

The Women's Trucking Federation of Canada (WTFC) has received a \$1.3-million investment from the government of Ontario to deliver free truck driver training for underrepresented communities in trucking.

During this Bridging the Gaps in Trucking program, nearly 200 hours of training will be provided to 54 women, newcomers (including immigrants from Ukraine), and other underrepresented groups in the industry to obtain AZ or DZ licences and find jobs, Premier Doug Ford announced June 27 in Ayr, Ont.

"Our trucking industry is so important in every sector, every industry in our province. Whether it's getting materials to construction sites or goods to stores, truck drivers play a critical role in keeping our economy moving and building Ontario. That said, women make up 2% of the truck drivers in our province. That's just not good enough," said Ford, adding that Ontario is facing a 'historic' labour shortage, including 6,100 job vacancies in the trucking industry.

To remove barriers to entry, participants will be eligible to receive up to \$1,000 for transportation and childcare support, \$300 for equipment, and a \$400 weekly allowance.

While Ford points out that this will help get more women into the trucking industry, Walker emphasizes this is non-gender funding for all the underrepresented groups in trucking, including youth at risk.

The program itself will start with two weeks of soft skills training delivered by WTFC, followed by eight to nine weeks of in-truck training at DriveWise in the GTA, Crossroads Truck Training Academy in Ottawa, Transport Driver Training in Kitchener, and Ontario Truck Driving School in London, Walker said.



Once training is completed, a four-week job placement with a carrier group selected by WTFC will follow.

The province had announced the first cohort of in-person training begins July 1, but Walker shared final details of the program are yet to be finalized.

The funding comes through the Skills Development Fund, the government's \$700-million initiative aimed to support programs that provide job seekers with the training and skills required to get well-paid jobs in Ontario and support the province's economic growth.

McNeilus EV Earns Certifications As Low-Emissions Vehicle

The company says the certifications mean customers can buy the Volterra ZSL with help from vouchers.

McNeilus Truck and Manufacturing Inc. has announced that its Volterra ZSL, a fully integrated, zero-emission refuse collection electric vehicle (EV), has earned three certifications from the U.S. Environmental Protection Agency (EPA) and California Air Resources Board (CARB).

The Volterra ZSL refuse collection vehicle (RCV) is built from the ground up by McNeilus and parent company Oshkosh Corp., Oshkosh, Wisconsin, bringing together Oshkosh's experience in severe-duty vehicle innovation and McNeilus' expertise in refuse collection bodies. It includes technologies and design features covered by more than 50 patents and patent applications. It has earned the EPA Heavy Duty Greenhouse Gas Certificate of Conformity, CARB Heavy Duty Greenhouse Gas Executive Order and the CARB Zero Emissions Powertrain Executive Order.



The EPA and CARB certifications mark a major milestone in the development of the McNeilus Volterra ZSL refuse vehicle because they provide objective third-party evaluations of its design and zero-emission capabilities. These certifications are the result of a rigorous review process to confirm we have met a very high standard in electric vehicle technology.

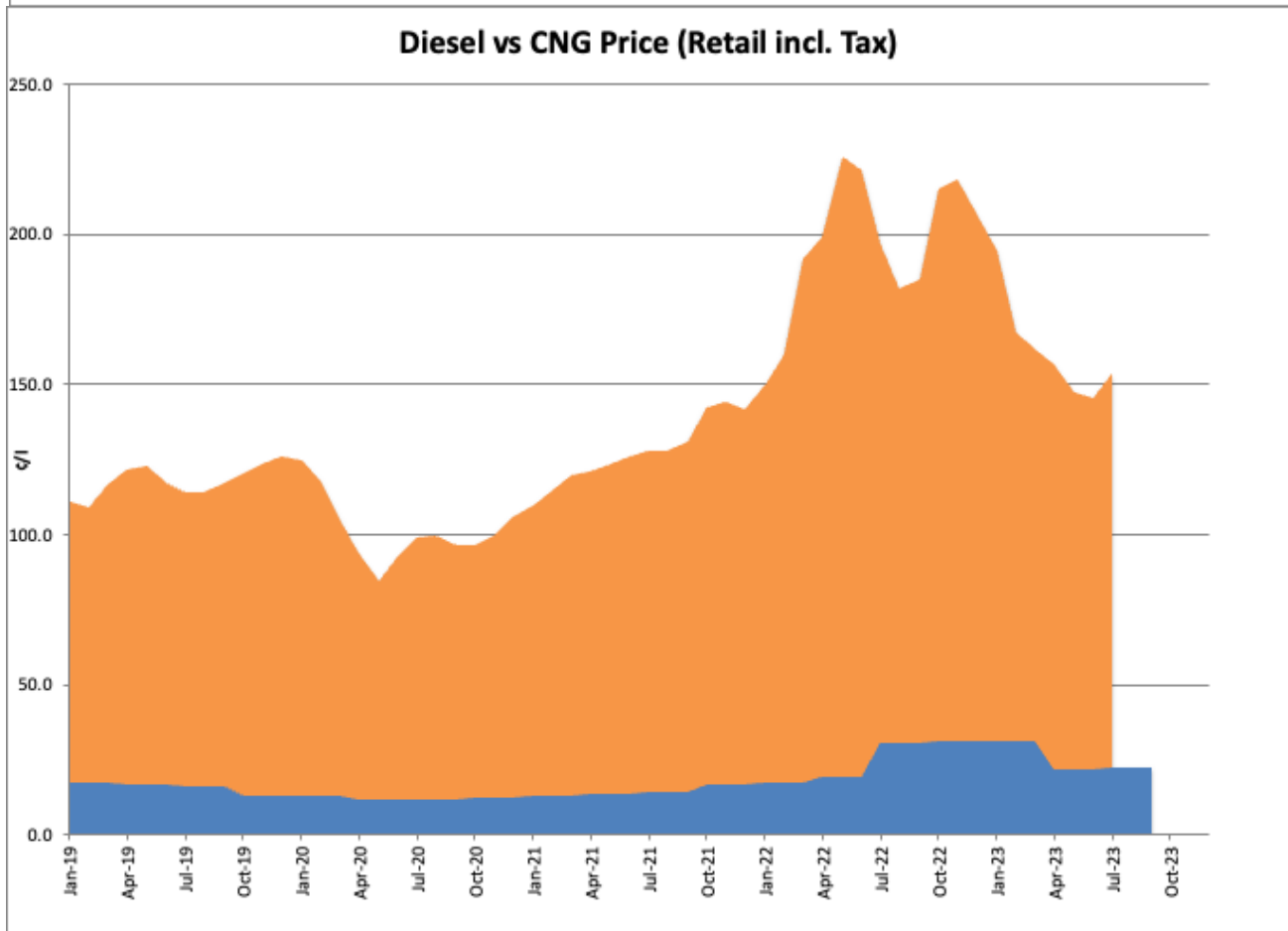
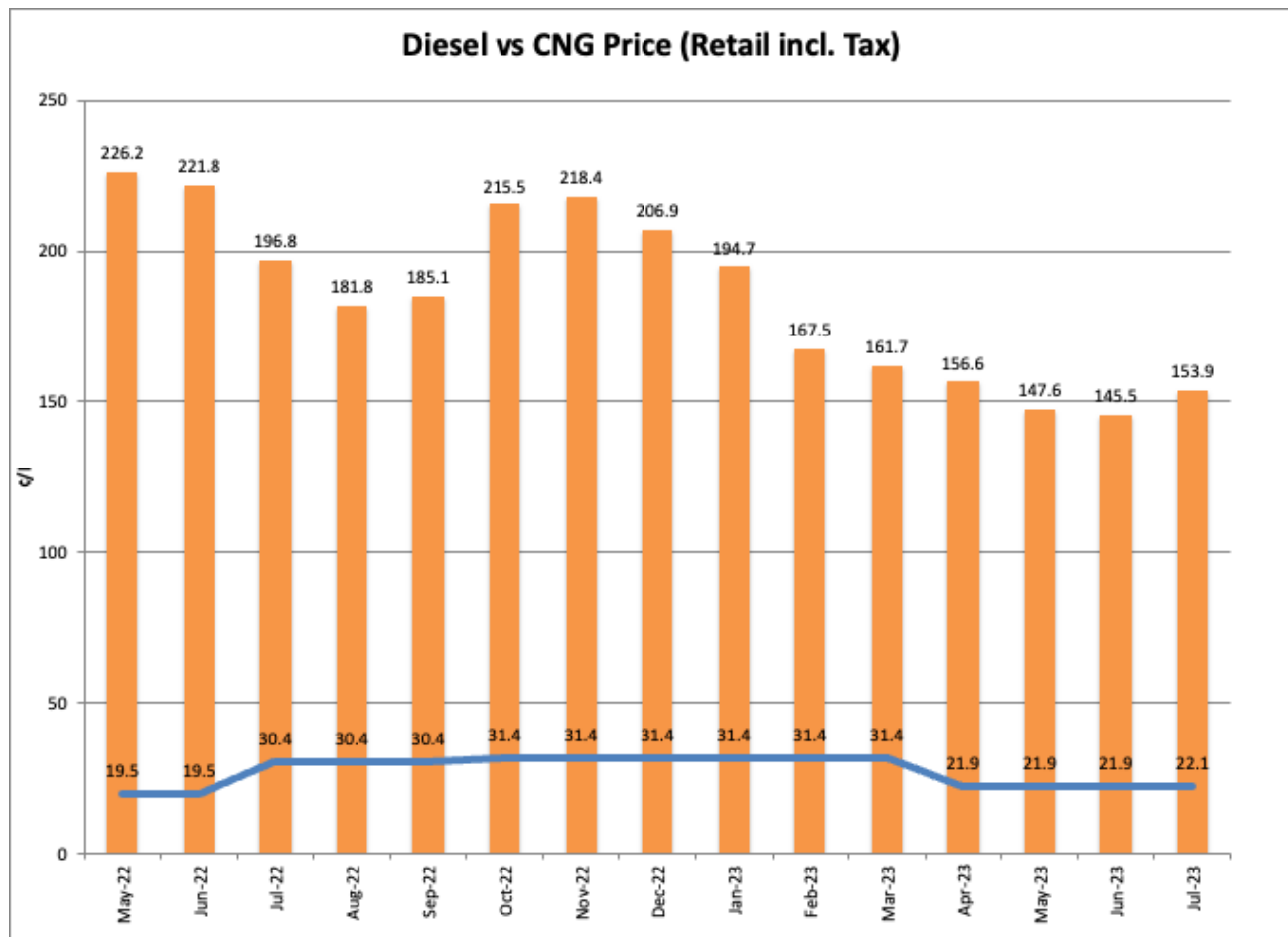
The EPA certificate signifies that the Volterra ZSL electric refuse vehicle conforms with Phase 2 greenhouse gas emissions standards and fuel efficiency standards for medium- and heavy-duty engines and vehicles.

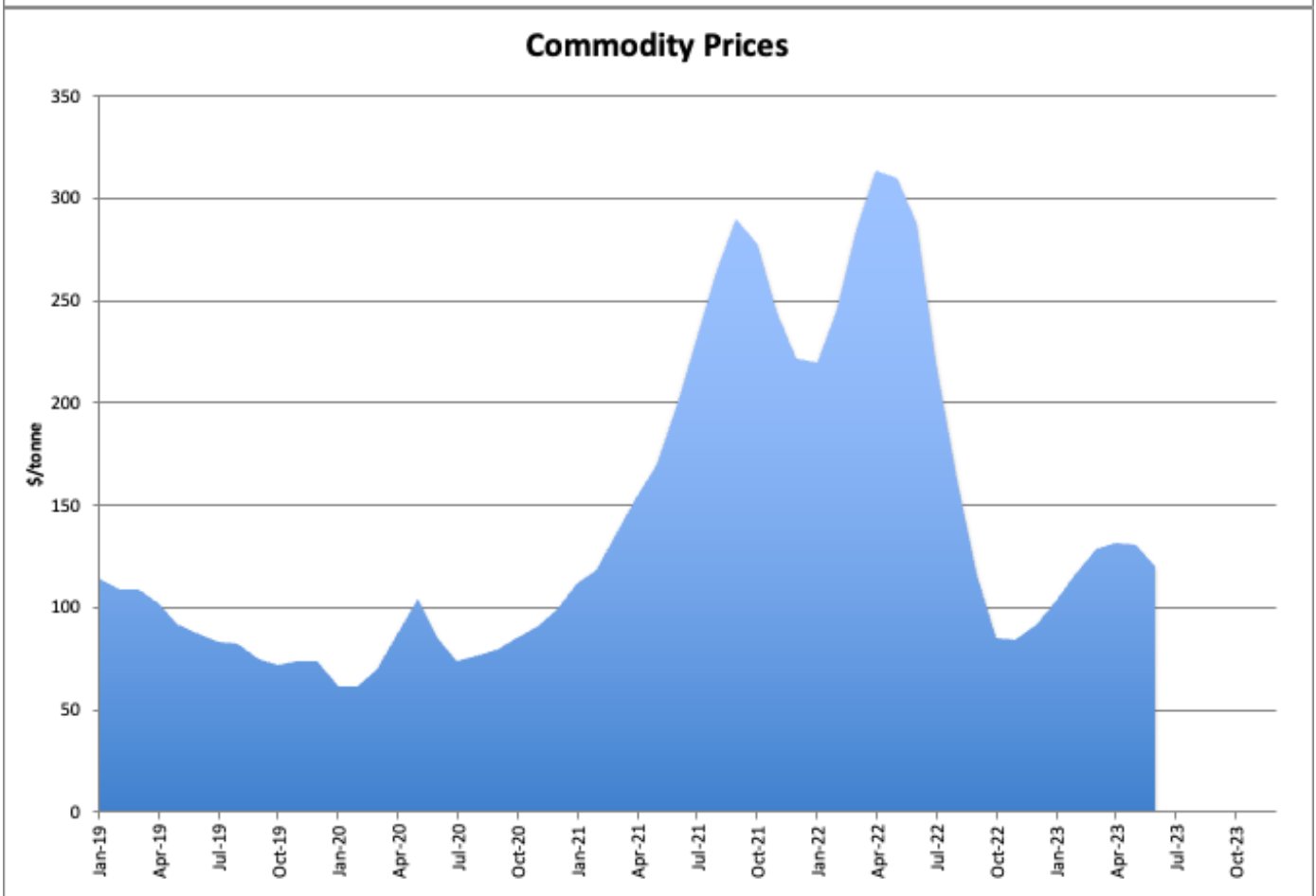
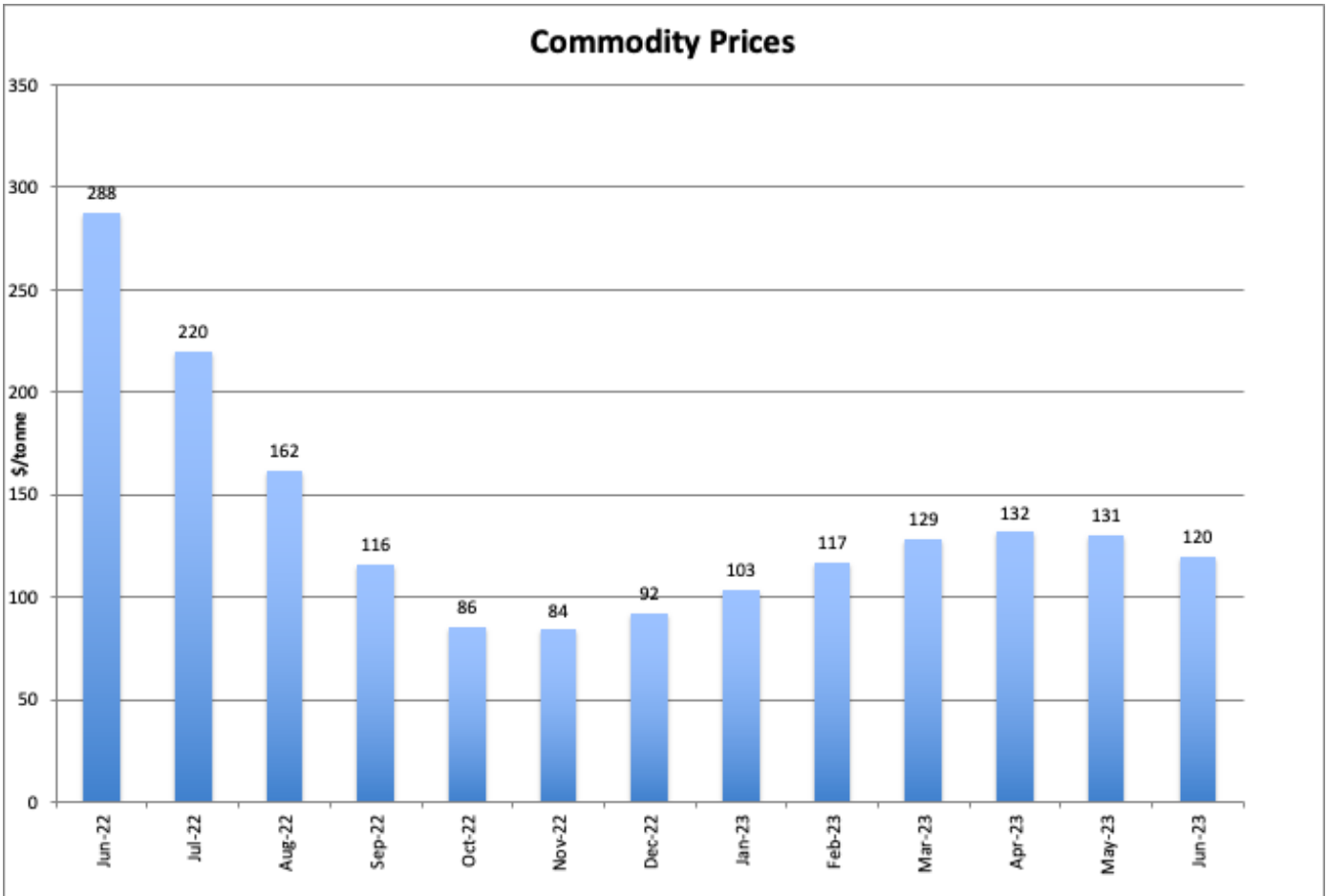
CARB recently announced the Advanced Clean Fleets rule, which says refuse vehicle fleets across the state of California must transition to zero-emission vehicles by 2040. To support fleet owners with this change, the state offers a variety of purchase incentive programs such as the Hybrid and Zero Emissions Voucher Incentive Project (HVIP). By receiving these CARB certifications, the Volterra ZSL refuse vehicle is eligible for purchase vouchers through state incentive programs such as the New Jersey Zero-Emission Incentive Program (NJ ZIP) or California's Hybrid and Zero-Emissions Voucher Incentive Project (HVIP). When listed in the California HVIP catalog, for example, the Volterra ZSL may become eligible for purchase vouchers up to \$120,000 per truck.

The CARB certifications also satisfy the zero-emissions vehicle reporting requirements needed to comply with advanced clean truck regulations in effect across eight states.

The Volterra ZSL RCV meets or exceeds clean energy mandates, and the battery management system is optimized for refuse collection, enabling all-day collection on a single charge. Other features include e-axle architecture with a B10-rating of 300,000 miles, as well as cooperative regenerative braking and battery preconditioning to enhance range and compaction.

The Volterra ZSL is being produced in a new facility in Murfreesboro, Tennessee, and the compaction assemblies are being manufactured at McNeilus' headquarters in Minnesota.







MINUTES
St. Marys Business Improvement Area Committee
Regular Meeting

August 14, 2023
6:00 pm
Municipal Operations Centre
408 James Street South, St. Marys

Committee Members Present: Councillor Aylward
Claire Chapple
Lisa Fewster
Sue Griffiths
Alexandra Pritchard O'Shea
Jan Scott
Dan Troyer

Committee Member Regrets: Megan Feeney

Staff Present: Kelly Deeks-Johnson, Tourism and Economic
Development Manger
Jenna McCartney, Clerk
Sara Bradshaw, Social Media and Marketing
Coordinator

1. CALL TO ORDER

The Vice-Chair called the meeting to order at 6:05 pm.

2. DECLARATION OF PECUNIARY INTEREST / CONFLICT OF INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By Lisa Fewster

Seconded By Sue Griffiths

THAT the August 14, 2023 St. Marys Business Improvement Area Board agenda be approved.

Carried

4. ACCEPTANCE OF MINUTES

Moved By Claire Chapple

Seconded By Sue Griffiths

THAT the July 10, 2023 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

Carried

5. BUSINESS ARISING FROM MINUTES

None.

6. CORRESPONDENCE

None.

7. COUNCIL REPORT

Moved By Dan Troyer

Seconded By Lisa Fewster

THAT the verbal Council report be received.

Carried

8. TREASURER'S REPORT

Moved By Claire Chapple

Seconded By Jan Scott

THAT the July 2023 Treasurer's report be accepted as presented.

Carried

8.1 Beautification Financial Update

The Treasurer presented an update on the beautification reimbursement program and the Board discussed opportunities for future reimbursement programs.

9. SOCIAL MEDIA REPORT

Sara Bradshaw presented a verbal update regarding her position as the Social Media and Marketing Coordinator and elaborated how engagement through social media platforms have been increasing exponentially.

Ms. Bradshaw is preparing a communication plan that will share the Board's goals with the membership and providing regular information about progress.

The Vice-Chair presented an opportunity to the Board that would divert some hours from the Administration Assistant position to the Social Media and Marketing Coordinator position.

Kelly Deeks-Johnson provided an update on her strategy to welcome new businesses to St. Marys which will occur later in 2023.

Vice-Chair Alex Pritchard O'Shea passed the gavel to Sue Griffiths and moved the following motion.

Moved By Alexandra Pritchard O'Shea

Seconded By Claire Chapple

THAT the St. Marys Business Improvement Area Board approve no more than 10 additional hours of work per month allotted to the Social Media and Marketing Coordinator effective immediately for the following six months to assist with communication related tasks.

Carried

Sue Griffiths passed the gavel back to Vice-Chair Alex Pritchard O'Shea.

10. OTHER BUSINESS

10.1 Update on Merchants Open House

Alex provided a verbal update on the progress of the Merchants Open House. The working group is looking for confirmation of the budget amount available for the open house so that event expenses can be incurred.

Sue Griffiths confirmed that \$10,000 has been allocated for the Merchants Open House event for 2023.

10.2 Grant Writing Option

Alex provided a verbal report to the Board regarding a grant writing opportunity and sought feedback from the Board whether there is interest in obtaining the services of a grant writer.

The Board was of a consensus that it would like further information about this opportunity.

10.3 Discussion on Strategic Plan Development

Kelly Deeks-Johnson presented information about a recent strategic plan development session that she had participated in and inquired whether the Board would be interested in moving this initiative forward.

The Board was of the consensus that it would like Town staff to organize the first planning session. Staff will reach out to confirm date and time shortly.

10.4 BIA-Supported Children's Event

Jan Scott presented an option to the Board about a trick or treating event on the Saturday prior to Halloween for children in the downtown and sought feedback whether the Board would like to promote such an event.

The Board discussed the idea of having a branded communication that identifies participating stores.

Sue Griffiths stated that there is some money within the event budget line to support this initiative.

Jan Scott will bring further details to the September BIA Board meeting for consideration.

10.5 Beautification Committee Update

Lisa Fewster presented an update on the recent Beautification Working Group meeting including an idea to extend the season of the black planters to include a fall theme.

The working group is also considering an early winter and spring marketing campaign on the Downtown banners.

Town staff identified that some of the banner locations are transitioned to shooting star lights following the remembrance banner program in November.

Town staff will investigate options for keeping winter season decorations in the downtown and report back to the Board at a later date.

11. UPCOMING MEETINGS

September 11, 2023 - 6:00 pm

12. ADJOURNMENT

Moved By Lisa Fewster

Seconded By Jan Scott

THAT this meeting of the St. Marys Business Improvement Area Board adjourns at 7:57 pm.

Carried

Chair

Committee Secretary

Minutes

Upper Thames River Conservation Authority (UTRCA) Board of Directors Meeting Tuesday, June 20, 2023

Brian Petrie, UTRCA Board Chair, called the meeting to order at 9:32am.

Members Present:

Jim Craigmile
Peter Cuddy - Online
Skylar Franke
Debbie Heffernan
Anna Hopkins
Sandy Levin - Online
Hugh McDermid

Paul Mitchell
Harj Nijjar
Brian Petrie - Chair
Mark Schadenberg
Dean Trentowsky
George Way

Regrets: Scotty Zehr, Tom Heeman

Solicitor: G. Inglis

Staff Present:

Jenna Allain
Tracy Annett
Emily Chandler
Brad Dryburgh – Online
Mike Funk – Online
Teresa Hollingsworth – Online
Damian Schofield
Chris Tasker
Brent Verscheure
Michelle Viglianti – Recorder
Brad Glasman
Rob Davies

Tatianna Lozier
Tara Tchir
Craig Irwin
Cathy Quinlan
Eleanor Heagy
Dave Charles
Damian Schofield
Erin Carroll
Christine Saracino
Jessica Kilpatrick
Elijah Wilson – Online
Mike Funk – Online

1. Territorial Acknowledgement

The Chair read the territorial acknowledgement.

2. Modifications to the Agenda

Mover: M.Schadenberg

Seconder: S.Franke

THAT the Upper Thames River Conservation Authority Board of Directors modify the agenda to include 4.1 Integrated Watershed Management Unit Presentation to the agenda.

Carried.

3. Declarations of Pecuniary Interest

There were no declarations of pecuniary interest.

4. Delegations/Presentations

4.1. Integrated Watershed Management Unit Presentation

Brad Glasman and Tatianna Lozier provided an interactive presentation on the programs and services of the Integrated Watershed Management Unit.

5. Administrative Business

5.1. Approval of Minutes of Previous Meeting: May 23, 2023

A clerical error was found in the minutes, the date should be May 23, not May 25th. The corrected version has been posted on the website.

Vice-Chair S.Levin asked staff to follow up with himself and B.Petrie to confirm that nothing further is required from them regarding the closed session item on the May agenda.

Mover: H.McDermid

Seconder: G.Way

THAT that the Upper Thames River Conservation Authority Board of Directors approve the Board of Directors' minutes dated May 23, 2023, including any closed session minutes, as posted on the Upper Thames River Conservation Authority web-site.

Carried.

Draft

5.2. Business Arising from the Minutes

There was no business arising from the minutes.

5.3. Correspondence

There was no correspondence.

6. Reports – For Consideration

6.1. 20 Year Flood Control Capital Plan

(Report attached)

Mover: H.McDermid

Seconder: S.Franke

THAT:

1. The Board approves the 20 Year Flood Control Capital Repair Plan dated June 2023.
2. The Board receives the 2022/23 Final WECI Expenditure Report as included in the 2022/23 WECI Year End Report package dated March 10, 2023.
3. The Board receives the Approved WECI Budget as per the Schedule “D” Budget of the Ontario Transfer Payment Agreement.

Carried.

6.2. Administrative By-Law Updates

(Report attached)

Staff noted that a couple of typos were found and corrected.

Mover: S.Franke

Seconder: A.Hopkins

That the Board approves the amended Administrative By-Laws updated June 11, 2023, effective July 1, 2023 for the Upper Thames River Conservation Authority.

Mover: M.Schadenberg

Seconder: P.Mitchell

THAT a heading be added to section 4.2, after 4.2.8 titled Reports from Committees, and further that all headings after that be renumbered accordingly.

Carried.

Draft

That the Board approves the amended Administrative By-Laws updated June 11, 2023, effective July 1, 2023 for the Upper Thames River Conservation Authority and that a heading be added to section 4.2, after 4.2.8 titled Reports from Committees, and further that all headings after be renumbered accordingly.

Carried.

6.3. Proposed Direction to Staff – Renewable Energy Generation

S.Franke clarified there were no timelines to either of her motions (6.3 and 6.4). They are topics she would like to see on the agenda for discussion in the future.

Mover: S.Franke

Seconder: M.Schadenberg

TO direct staff to present a discussion paper to the Board regarding barrier removals.

Carried.

6.4. Proposed Direction to Staff – Renewable Energy Generation

It was noted that if funding were to become available for renewable energy projects, it would be beneficial to already have projects identified.

Mover: S.Franke

Seconder: G.Way

TO direct staff to review existing hydro generation at the Fanshawe Dam, and review the feasibility of renewable energy generation on other UTRCA structures (including, but not limited to solar, wind and hydroelectric).

Carried.

6.5. POA Officer Designation – Elijah Wilson

Mover: A.Hopkins

Seconder: H.Nijar

That the Board of Directors designate Elijah Wilson as a Provincial Offences Act Officer for the purpose of enforcing the Trespass to Property Act and the Conservation Authority Regulations on UTRCA property, as a requirement of the position of Assistant Superintendent at Pittock Conservation Area.

Carried.

Draft

7. Reports – In-Camera

There were no reports to be discussed in closed session.

8. Reports – For Information

8.1. Administration and Enforcement – Section 28 Status Report

(Report attached)

After discussion and feedback from the Board, staff confirmed more detail will be added to the report going forward, including type of permit, timeline information and how long the permit has been in the queue. Staff will also look into the total number of permits completed within the same timeline as the thirty two permits in progress. Staff also confirmed future reports will include Environmental Assessments, to better capture the total workload.

Members were advised to follow up with staff directly if there was any specific information they would like to see.

Mover: G.Way

Seconder: S.Franke

THAT the Board of Directors receive the report for information.

Carried.

8.2. Deferred Revenue versus Reserves

Mover: P.Mitchell

Seconder: D.Heffernan

THAT the Board of Directors receive the report for information.

Carried.

8.3. Quarterly Progress Report #5 – Inventory of Programs and Services

Staff noted that no inventory table was included in this update because there were no new amendments or comments at this time. The next update will be provided in October and will include the draft 2024 budget numbers.

Mover: H.Nijar

Seconder: G.Way

THAT the Board of Directors receive the report for information.

Carried.

8.4. Project Status Update

The Board requested monthly project status update reports going forward.

It was noted that the hazard modeling and mapping update being presented at the August meeting will include a communications plan and indicate what areas will be targeted first.

Mover: M.Schadenberg

Seconder: H.Mcdermid

THAT the Board of Directors receive the report for information.

Carried.

8.5. June For Your Information Report

The June For Your Information Report was presented for the member's information.

Mover: A.Hopkins

Seconder J.Craigmile

THAT the Board of Directors accept the report.

Carried.

9. Notices of Motion for August 22, 2023

There were no notices of motion.

10. Chair's Comments

The Chair shared some remarks made by the first UTRCA Board Chair, Dr. J. Cameron Wilson, found in the book Twenty Five Years of Conservation on the Upper Thames Watershed, 1947-1973.

11. Member's Comments

Board members thanked staff for the excellent May tour and tour booklet.

D.Trentowsky thanked staff for the organization and work that went into the Perth County Water Festival. He noted it was very well attended and people seemed to really enjoy themselves.

12. General Manager's Comments

The Environmental Registry of Ontario posting of the Provincial Policy Statement now includes proposed updates to the Natural Heritage policies. The policies have not changed much, but a number of definitions have been included. Conservation Ontario will be coordinating a response on behalf of Conservation Authorities.

Further Section 28 amendments are not expected until the legislature is sitting again.

13. Adjournment

There being no further business, the meeting was adjourned at 11:08 am on a motion by S.Franke.

A handwritten signature in blue ink, appearing to read "Tracy Annett", with a long horizontal flourish extending to the right.

Tracy Annett, General Manager
Att.

Minutes

Upper Thames River Conservation Authority (UTRCA) Board of Directors Special Meeting Monday, July 17, 2023 – Zoom

Brian Petrie, UTRCA Board Chair, called the special meeting to order at 9:30am.

Members Present:

Peter Cuddy - Online
Skylar Franke - Online
Debbie Heffernan - Online
Anna Hopkins - Online
Sandy Levin - Online

Hugh McDermid - Online
Brian Petrie – Chair - Online
Mark Schadenberg - Online
Dean Trentowsky - Online
George Way - Online

Regrets:

Jim Craigmile
Tom Heeman
Paul Mitchell

Harj Nijjar
Scotty Zehr

Staff Present:

Tracy Annett
Emily Chandler

Michelle Viglianti – Recorder

1. Modifications to the Agenda

There were no modifications to the agenda.

2. Declarations of Pecuniary Interest

There were no declarations of pecuniary interest.

3. 2023 Board of Directors Meeting Schedule Revision (Report attached)

Mover: A.Hopkins

Seconder: H.McDermid

THAT the UTRCA Board of Directors approves the following meeting dates for the remainder of 2023:

Draft

Tuesday, August 29, 2023 9:30am

Tuesday September 26, 2023 9:30am

Tuesday October 31, 2023 9:30am

Tuesday November 28, 2023 9:30am

Carried.

4. Adjournment

There being no further business, the meeting was adjourned at 9:32am on a motion by G.Way.

A handwritten signature in blue ink, appearing to read "Tracy Annett", with a stylized flourish extending to the right.

Tracy Annett, General Manager
Att.



MINUTES

Heritage and Culture Advisory Committee

July 12, 2023

6:00 pm

Council Chambers, Town Hall

175 Queen Street East, St. Marys

YouTube Link - <https://www.youtube.com/channel/UCzuUpFqxcEI8OG-d0YKteFQ>

Members Present	Karen Ballard Stephen Habermehl Andrea Macko Trevor Schram Sherri Winter-Gropp
Members Absent	Al Strathdee Councillor Lucas Julian Francoeur Clive Slade
Staff Present	Amy Cubberley, Cultural Services Manager Jason Silcox, Building Official

1. CALL TO ORDER

Chair Habermehl called the meeting to order at 6:14pm

2. DECLARATION OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By Sherri Winter-Gropp

Seconded By Andrea Macko

THAT the July 12, 2023 Heritage and Culture Advisory Committee agenda be accepted as presented.

CARRIED

4. DELEGATIONS

None

5. CORRESPONDENCE

None

6. ACCEPTANCE OF MINUTES

Moved By Trevor Schram

Seconded By Sherri Winter-Gropp

THAT the May 10, 2023 Heritage and Culture Advisory Committee minutes be approved as amended by the Committee and signed by the Chair and the staff liaison.

CARRIED

7. BUSINESS ARISING FROM MINUTES

None.

8. REGULAR BUSINESS

8.1 Heritage Business

8.1.1 Heritage Permits

None.

8.1.2 Sign Permits

8.1.2.1 DEV 039-2023 163-137 Queen Street East Sign Permit

Moved By Karen Ballard

Seconded By Trevor Schram

THAT DEV 39-2023 163-167 Queen St E sign permit be received; and

THAT ...the Heritage and Culture Advisory Committee support the window sign permit.

CARRIED

8.1.2.2 DEV 040-2023 17 Water St S Sign Permit

Moved By Sherri Winter-Gropp

Seconded By Karen Ballard

THAT DEV 40-2023 17 Water St S sign permit be received; and

THAT ...the Heritage and Culture Advisory Committee support the window sign permit.

CARRIED

8.1.2.3 DEV 041-2023 13 Water St S Sign Permit

Moved By Trevor Schram

Seconded By Andrea Macko

THAT DEV 41-2023 13 Water St S sign permit be received; and

THAT ...the Heritage and Culture Advisory Committee support the facade sign permit.

CARRIED

8.1.3 Heritage Grant Applications

None.

8.1.4 Properties of Interest or At Risk

Staff provided a progress update on contacting prospective designated property owners.

8.1.5 Homeowner / Property Owner Letters

None identified.

8.2 Museum Business

Moved By Sherri Winter-Gropp

Seconded By Karen Ballard

THAT DCS 37-2023 July Monthly Report (Museum and Archives) be received for information.

CARRIED

8.3 Public Art Business

Staff reported that the Public Art Policy has been passed by Council. An inventory of public art will take place later this summer.

9. COUNCIL REPORT

None.

10. OTHER BUSINESS

None.

11. UPCOMING MEETINGS

August 9, 2023 at 6:00pm

12. ADJOURNMENT

Moved By Trevor Schram

Seconded By Sherri Winter-Gropp

THAT the July 12, 2023 Heritage and Culture Advisory Committee meeting be adjourned at 6:43 pm.

CARRIED

Chair

Committee Secretary



Minutes

Planning Advisory Committee

July 31, 2023

6:00 pm

Municipal Operations Centre

408 James Street South, St. Marys

YouTube Link - <https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Members Present	Councillor Craigmile, Vice Chair Mike Bolton William Galloway Councillor Lucas
Members Absent	Don Van Galen, Chair
Staff Present	Mark Stone, Town Planner Grant Brouwer, Director of Building and Development Morgan Dykstra, Public Works and Planning Coordinator
Others Present	Gerry Lang, 2503778 Ontario Incorporated (165 Egan Ave) Chris Lang, 2503778 Ontario Incorporated (165 Egan Ave)

1. CALL TO ORDER

Vice Chair Councillor Craigmile called the meeting to order at 6:01 pm.

2. DECLARATION OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By Bill Galloway

Seconded By Dave Lucas

THAT the July 31, 2023 Planning Advisory Committee agenda be accepted as presented.

4. ACCEPTANCE OF MINUTES

Moved By Bill Galloway

Seconded By Mike Bolton

THAT the February 6, 2023 Planning Advisory Committee meeting minutes be approved and signed by the Chair and the Committee Secretary.

Carried

5. REPORTS

- 5.1 DEV 46-2023 Application for Plan of Condominium (DPC 01-2023) for 165 Egan Avenue (Block 9 of Plan 44M-86) by 2503778 Ontario Incorporated

Vice Chair Councillor Craigmile advised how the Notice of Complete Application was distributed, and explained how members of the public may participate in the meeting as described on the Town's website and in the agenda.

Mark Stone, the Town's Planner spoke to the Application as detailed in the staff report.

Mark Stone added that since the circulation of the agenda the Town has received one voicemail that expressed concern regarding density, traffic congestion, and the lack of buffering and trees on the site. Mark Stone noted that when considering the Plan of Subdivision and Zoning By-law Amendment, the Town considered potential traffic impacts, and the Town will take into consideration the request for additional buffering.

Vice Chair Councillor Craigmile asked the Applicants, Gerry Lang and Chris Lang of 2503778 Ontario Incorporated to speak to the Application.

Chris Lang spoke to the Application stating that they are seeking an approval for vacant land condominium that includes thirty units, which meets the Town's guidelines for density, and provided an overview of the design of the proposed units and common areas.

Chris Lang advised that they are considering constructing some accessory dwelling units and discussed affordability.

Vice Chair Councillor Craigmile asked the Committee if they have any questions.

Councillor Lucas asked if there was any discussion to provide a secondary access at Wellington Street North.

Mark Stone responded that Wellington Street North will be extended in the future, and that there will be heavier flows of traffic on Wellington Street. Egan Avenue is a local road and seemed more appropriate for entering and exiting. The secondary access could be reconsidered.

Councillor Craigmile asked if any members of the public wished to speak to the application.

Teresa Barresi (196 Widder Street East) made the following comments:

- existing new development has increased traffic, and this development will further increase traffic, which could have negative consequences.
- the proposed development will impact the beauty of the trail and adjacent green space, and consideration needs to be given to preserving the green space.
- consider the aesthetics of the community while reviewing the application.
- do not allow wolvenized fencing and consider natural alternatives.

Vice Chair Councillor Craigmile asked if the Committee if they have any further questions.

Mike Bolton asked if the developer has met the requirements as it relates to density.

Mark Stone stated that the proposed density is within the Town's approved density range for this type of development.

Teresa Barresi asked what the intended sale price is per unit.

Chris Lang responded that they intend to sell the units between \$450,000 and \$500,000 per unit depending on the market.

Vice Chair Councillor Craigmile asked if there were are any further questions.

There were no further questions.

The Committee made the following recommendation:

Moved By Bill Galloway

Seconded By Dave Lucas

THAT DEV 46-2023 Application for Draft Plan of Condominium (DPC 01-2023) by 2503778 Ontario Incorporated for 165 Egan Avenue be received; and,

THAT the Planning Advisory Committee endorse the Application, in principle.

Carried

6. UPCOMING MEETINGS

Town staff to contact the Committee when an application has been deemed complete.

7. ADJOURNMENT

Moved By Mike Bolton

Seconded By Bill Galloway

THAT this meeting of the Planning Advisory Committee be adjourned at 6:26 pm.

Carried

Don Van Galen, Chair

Grant Brouwer, Committee Secretary

BY-LAW 82-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

**Being a by-law to exempt from Part Lot Control
Lot 5, Registered Plan No. 44M-86 in the Town of St. Marys**

- WHEREAS:** Section 50(7) of the Planning Act, R.S.O. 1990, provides that the Council of a local municipality may, by By-law, provide that the Part Lot Control provisions contained in Section 50(5) of the Planning Act, R.S.O. 1990, do not apply to the lands designated in the By-law;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient and in the public interest that Lot 5, Registered Plan No. 44M-86 in the Town of St. Marys, in the County of Perth, be exempted from the Part Lot Control provisions of the Planning Act.
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
1. Lot 5 in Registered Plan 44M-86 in the Town of St. Marys, in the County of Perth is hereby exempted from Part Lot Control pursuant to Section 50(7) of the Planning Act, R.S.O. 1990 which land is zoned to permit, among other things, semi-detached dwellings in conformity with By-law No. Z1-1997 as amended (the Town of St. Marys' Comprehensive Zoning By-law).
 2. This by-law comes into force on the final passing thereof.
 3. Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
 4. This By-law shall be in effect for one (1) year from the date of adoption of this By-law. Furthermore, this By-law may be repealed, extended, or may be amended to delete part of the lands described herein by the Council of The Corporation of the Town of St. Marys.
 5. This By-law shall be registered in the Registry Office for the County of Perth, pursuant to Section 50(28) of the Planning Act, R.S.O. 1990.

Read a first, second and third time and finally passed this 22nd day of August 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 83-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an agreement between The Corporation of the Town of St. Marys and Avon Maitland District School Board for collaborative relationships for extended services partnership.

WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law;

AND WHEREAS: The Council for the Corporation of the Town of St. Marys wishes to enter into an agreement with Avon Maitland District School Board for the collaborative relationships for extended services partnership (the "Project");

AND WHEREAS: The Council for the Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Avon Maitland District School Board (the "Agreement") for the purpose of clarifying and delineating the respective terms and conditions of and for the delivery of the Project;

AND WHEREAS: It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;

THEREFORE: The Council of The Corporation of the Town of St. Marys enacts as follows;

1. That the Agreement between The Corporation of the Town of St. Marys and Avon Maitland District School Board, attached hereto as Appendix "A", is hereby authorized and approved.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time this 22nd day of August 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 84-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and Humane Society of Kitchener-Waterloo & Stratford Perth and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Section 5(3) of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Humane Society of Kitchener Waterloo & Stratford Perth to contract animal control services (the “Agreement”) for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Agreement;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- AND WHEREAS:** It is appropriate to appoint the Humane Society of Kitchener Waterloo Stratford Perth and its officers as Animal Control Officers in the Town of St. Marys;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Mayor and the Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Humane Society of Kitchener Waterloo & Stratford Perth.
 2. That individuals employed by Humane Society of Kitchener Waterloo & Stratford Perth in the capacity of animal control officers are hereby appointed as Animal Control Officers in the Town of St. Marys.
 3. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 4. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 22nd day of August 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 85-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to establish a schedule of retention periods for the records of The Corporation of the Town of St. Marys

WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 254 (1) provides that a municipality shall retain and preserve the records of the municipality in a secure and accessible manner;

AND WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 255 (2) provides that a record of a municipality may be destroyed if a retention period for the record has been established and,

(a) the retention period has expired; or

(b) the record is a copy of the original record;

AND WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 255 (3) provides that a municipality may establish retention periods during which the records of the municipality must be retained and preserved in accordance with section 254;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it desirable to establish retention periods for the records of the municipality by enactment of this by-law;

NOW THEREFORE: The Council of The Corporation of the Town of St. Marys hereby enacts as follows;

1. That By-law 69 of 1967 is hereby repealed.
2. That By-law 57-83 is hereby repealed.
3. That By-law 22 of 1989 is hereby repealed.
4. That the retention periods set out in Schedule "A", attached hereto shall be administered.
5. This by-law comes into force and effect on the final passing thereof.

Read a first, second and third time and finally passed this 22nd day of August 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

P – Permanent; **S** – Superseded; **E** – Event; **L** – Life of system/asset
****** - Subject to Archival Selection; **^** - special instructions in scope notes
 Originating – Department in which the record was created or received

ADMINISTRATION

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
A01	Associations and Organizations	Originating	1 year
A02	Staff Committees and Meetings	Originating	4 years**
A03	Computer Systems and Architecture	IT	S + 6 years
A04	Conferences and Seminars	Originating	1 year**
A05	Consultants	Originating	2 years**
A06	Inventory Control	Originating	6 years
A07	Office Equipment and Furniture	Originating	L
A08	Office Services	Originating	1 year
A09	Policies and Procedures	Originating	S + 15 years**
A10	Records Management	Clerk's	S
A11	Records Disposition	Clerk's	P
A12	Telecommunications Systems	IT	S
A13	Travel and Accommodation	Originating	1 year
A14	Uniforms and Clothing	Originating	S**
A15	Vendors and Suppliers	Originating	2 years
A16	Intergovernmental Relations	Originating	5 years**
A17	Information Access and Privacy	Clerk's	2 years
A18	Security	Originating	5 years
A19	Facilities Construction and Renovations	Facilities	E + 2 years**
A20	Building and Property Maintenance	Facilities	5 years
A21	Facilities Bookings	Originating	1 year
A22	Accessibility of Services	Clerk's	5 years
A23	Information Systems Production Activity & Control	IT	2 years
A24	Access Control & Passwords	IT	S
A25	Performance Management/ Quality Assurance	Originating	6 years
A26	Building Structure Systems	Facilities	S or L
A27	Drawings	Facilities	S or L

COUNCIL AND BY-LAWS

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
C01	By-Laws	Clerk's	P

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
C02	By-Laws - Other Municipalities	Clerk's	S
C03	Council Agenda	Clerk's	P
C04	Council Minutes	Clerk's	P
C05	Council Committee Agenda	Clerk's	S
C06	Council Committee Minutes	Clerk's	6 years**
C07	Elections	Clerk's	E+ 4 years^
C08	Goals and Objectives	Originating	10 years**
C09	Motions and Resolutions	Clerk's	1 year
C10	Motions and Resolutions - Other Municipalities	Clerk's	1 year
C11	Reports to Council	Clerk's	P
C12	Appointments to Boards and Committees	Clerk's	4 years
C13	Accountability, Transparency & Governance	Clerk's	2 years

DEVELOPMENT AND PLANNING

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
D01	Demographic Studies	Planning	10 years**
D02	Economic Development	Planning	10 years**
D03	Environment Planning	Planning	15 years**
D04	Residential Development	Planning	10 years**
D05	Natural Resources Planning	Planning	5 years**
D06	Tourism Development	Planning	10 years**
D07	Condominium Plans	Planning	P^
D08	Official Plans	Planning	P
D09	Official Plan Amendment Applications	Planning	E+ 5 years (E = Final decision or reflected in revised official plan)
D10	Severances	Planning	E + 6 years (E = Land titles registration)
D11	Site Plan Control	Planning	P^
D12	Subdivision Plans	Planning	P^
D13	Variance Applications	Planning	P

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
D14	Zoning	Planning	E + 2 years (E = Final decision)
D15	Easements	Planning	E + 6 years** (E = Termination of right)
D16	Encroachments	Planning	E + 6 years** (E = Termination of right)
D17	Annexation/ Amalgamation	Clerk's	P
D18	Community Improvement	Planning	E+ 6 years** (E = completion of project)
D19	Municipal Addressing	Planning	S + 10 years**
D20	Reference Plans	Planning	P
D21	Industrial/ Commercial Development	Planning	10 years**
D22	Digital Mapping	Planning	S^
D23	Agricultural Development	Planning	10 years**
D24	Official Plan Background	Planning	E + 5 years (E = final decision)
D25	Deeming Process	Planning	E + 2 years (E = final decision)
D26	Development Charges Study	Planning	10 years**
D27	Part Lot Control	Planning	E + 5 years (E = final decision)

ENVIRONMENTAL SERVICES

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
E00	Environmental Services	Originating	1 year
E01	Sanitary Sewers	Public Works	E + 2 years^ E = project completed & no outstanding issues
E02	Storm Sewers	Public Works	E + 2 years^ (E = project completed & no outstanding issues)
E03	Treatment Plants - Wastewater	Public Works	E + 5 years^ (E = report made or equipment decommissioned)

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
E04	Tree Maintenance	Public Works	5 years
E05	Air Quality Monitoring	Public Works	later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5 + 5 years**
E06	Utilities	Public Works	5 years**
E07	Waste Management	Public Works	10 years or E + 10 years***^ (E = cease to apply)
E08	Water Works – Drinking Water Plant	Public Works	S + 15 years^
E09	Drains	Public Works	S + 5 years***^
E10	Pits and Quarries	Public Works	S + 5 years***^
E11	Nutrient Management	Public Works	S + 5 years** or E + 2 years (E = expiry of plan)
E12	Private Sewage Disposal Systems	Public Works	S + 7 years***^
E13	Water Monitoring	Public Works	E+ 15 years (E = created, approved or plan no longer in force)
E14	Water Sampling	Public Works Child Care Facility	E+ 15 years (E = created, approved or plan no longer in force) Child care facility plumbing flush and water testing = 6 years
E15	Chemical Sampling of Water	Public Works	E + 15 years (E = created, approved or plan no longer in force)
E16	Backflow Prevention and Cross Connection Control	Public Works	S + 15 years
E17	Energy Management	Public Works	E + 7 years (E = End of reporting period to which relates)
E18	Natural Heritage	Public Works	E + 3 years (E = end of plan or designated year)

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
E19	Renewable Energy	Public Works	E+ 15 years (E = created, approved or facility no longer in force)
E20	Source Water Protection	Public Works	E+ 15 years (E = created, approved or facility no longer in force)
E21	MOE Environmental Compliance Approvals	Public Works	E+ 3 years (E = Cease to apply)
E22	Private/Small Water Systems	Public Works	E + 15 years (E = termination of use)
E23	Land Quality Monitoring	Public Works	S + 7 years
E24	Gasoline Storage & Dispensing	Public Works	use = 7 years^

FINANCE AND ACCOUNTING

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
F01	Accounts Payable	Treasury	E + 7 years^ (E = close of fiscal tax year end)
F02	Accounts Receivable	Treasury	E+ 7 years (E = close of fiscal tax year end)
F03	Audits	Treasury	6 years
F04	Banking	Treasury	E+ 7 years (E = close of fiscal tax year end)
F05	Budgets and Estimates	Treasury	6 years**
F06	Assets	Treasury	L + 10 years**
F07	Cheques	Treasury	6 years
F08	Debentures and Bonds	Treasury	E+ 6 years (E = Debentures surrendered for exchange/cancellation)
F09	Employee and Council Expenses	Treasury	E+ 7 years (E = close of fiscal tax year)
F10	Financial Statements	Treasury	P

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

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 Originating – Department in which the record was created or received

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
F11	Grants and Loans	Treasury	E+ 6 years E = repayment of loan
F12	Investments	Treasury	E+ 6 years (E = Closure of account)
F13	Journal Vouchers	Treasury	E+ 6 years (E = close of fiscal tax year)
F14	Subsidiary Ledgers, Registers, and Journals	Treasury	E+ 7 years** (E = close of fiscal tax year)
F15	General Ledgers and Journals	Treasury	P
F16	Payroll	Human Resources	E+ 6 years (E = close of fiscal tax year)
F17	Purchase Orders and Requisitions	Treasury	E+ 7 years (E = close of fiscal tax year)
F18	Quotations and Tenders	Treasury	E+7 years**^
F19	Receipts	Treasury	7 years
F20	Reserve Funds	Treasury	6 years
F21	Revenues	Treasury	7 years^
F22	Tax Rolls and Records	Clerk's	P^
F23	Write Offs	Treasury	6 years^
F24	Trust Funds	Originating	E+ 7 years (E = fiscal year or last day of residence)
F25	Security Deposit	Treasury	E+ 6 years (E = Closure of account)
F26	Working Papers - Financial	Treasury	E+ 1 year (E = After completion of audit)
F27	Regulatory Reporting – Financial		6 years

HUMAN RESOURCES

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
H01	Attendance and Scheduling	Human Resources	5 years^
H02	Benefits Program	Human Resources	S

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

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 Originating – Department in which the record was created or received

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
H03	Employee Records	Human Resources	E+ 5 years^ (E = date employee ceased to be employed by employer)
H04	Health and Safety	Human Resources	3 years
H05	Human Resource Planning	Human Resources	E+ 1 year (Human Rights special program designation minimum of 5 years)** (E = day last used)
H06	Job Descriptions	Human Resources	S**
H07	Labour Relations	Human Resources	E+ 10 years** (E = Expiry of contract period)
H08	Organization Design	Originating	S**
H09	Salary Planning	Human Resources	5 years
H10	Pension and Benefits Records	Human Resources	E + 6 years (E = employee departure)
H11	Recruitment	Human Resources	1 year
H12	Training and Development	Human Resources	E+ 2 years**^ (E = Date when that particular course ceases to be offered)
H13	Claims	Human Resources	E+ 3 years^ (E = Resolution of claim)
H14	Grievances	Human Resources	E+ 10 years (E = Resolution of claim)
H15	Harassment And Violence	Human Resources	E+ 3 years (E = Resolution of claim)
H16	Criminal Background Checks	Human Resources	E+ 7 years (E = date employee ceased to be employed by employer)
H17	Employee Medical Records – Hazardous Materials	Human Resources	E+40 years or 20 years after last record of exposure
H18	Employee Medical Records	Human Resources	E+ 3 years (E = When STD/LTD claims are resolved)

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

P – Permanent; **S** – Superseded; **E** – Event; **L** – Life of system/asset
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 Originating – Department in which the record was created or received

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
H19	Disability Management	Human Resources	E+ 5 years (E = day issued or earlier as may be specified by Commission)
H20	Confined Spaces	Human Resources	1 year or the period necessary to ensure 2 most recent records retained
H21	Employee Recognition	Human Resources	5 years
H22	Employee Certifications	Human Resources	E+ 2 years (E = certification expired)

JUSTICE

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
J01	Certificates of Offence (Part I)	Clerk's	E+ 2 years (E = completion)
J02	Informations (Part III)/ Accident and Careless Driving Part 1	Clerk's	E + 6 years (E = completion)
J03	Control Lists/ Justice Reports	Clerk's	4 years
J04	Court Dockets	Court Services	3 years^
J05	Transcripts and Records of Court Proceedings	Court Services	6 years**
J06	Enforcements & Suspensions	Court Services	8 years
J07	Appeals & Transfers	Court Services	7 years
J08	Statistics/ Payment Tracking	Court Services	8 years
J09	Disclosure	Clerk's	6 years
J10	Certificates of Conviction Part 2	Clerk's	6 years

LEGAL AFFAIRS

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
L01	Appeals and Hearings	Clerk's	P^

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

P – Permanent; **S** – Superseded; **E** – Event; **L** – Life of system/asset

****** - Subject to Archival Selection; **^** - special instructions in scope notes

Originating – Department in which the record was created or received

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
L02	Claims Against the Municipality	Clerk's	E+ 2 years^ (E = Resolution of claim and all appeals)
L03	Claims By the Municipality	Clerk's	E+ 2 years (E = Resolution of claim and all appeals)
L04	Contracts and Agreements - Under By-Law	Clerk's	E+ 15 years** (E = act or omission on which claim is based took place)
L05	Insurance Appraisals	Clerk's	E+ 15 years (E = After a new appraisal has been done)
L06	Insurance Policies	Clerk's	E+ 15 years (E = Expiry of policy)
L07	Land Acquisition and Sale	Clerk's	E+ 10 years^ (E = Property disposition)
L08	Opinions and Briefs	Clerk's	S**
L09	Precedents	Clerk's	S**
L10	Federal Legislation	Originating	S
L11	Provincial Legislation	Originating	S
L12	Vital Statistics	Clerk's	P^
L13	Prosecutions	Originating	E+ 7 years (E = Delivery of judgement)
L14	Contracts and Agreements – Simple	Clerk's	E+ 2 years***^ (E = Expiry of contract)

MEDIA AND PUBLIC RELATIONS

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
M01	Advertising	Communications	1 years**
M02	Ceremonies and Events	Originating	5 years**
M03	Charitable Campaigns/Fund Raising	Originating	1 year
M04	Complaints Commendations and Inquiries	Originating	5 years**
M05	News Clippings	Originating	1 years**

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
M06	News Releases	Originating	1 years**
M07	Publications	Originating	S**^
M08	Speeches and Presentations	Originating	3 years**
M09	Visual Identity and Insignia	Communications	S + 5 years**
M10	Website & Social Media Content	Originating	S + 2 years
M11	Public Relations and Public Awareness	Originating	5 years**
M12	Intellectual Property	Clerk's	E+ 5 years (E=copyright, patent or trademark expired or last use)

PROTECTION AND ENFORCEMENT SERVICES

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
P01	By-law Enforcement	Originating	6 years**
P02	Daily Occurrence Logs	Originating	5 years**
P03	Emergency Planning and Response	Originating	S**^
P04	Hazardous Materials	Originating	S + 5 years
P05	Incident/ Accident Reports	Originating	5 years
P06	Building and Structural Inspections	Building	inspections = 2 years^
P07	Health and Fire Safety Inspections	Public Health	S but, minimum 1 year
P08	Investigations	Originating	10 years**
P09	Licences	Clerk's	E+ 2 years (E = Expiry of licence)
P10	Building Permits	Building	P
P11	Permits - Other	Originating	E+ 2 (E = Expiry of permit)
P12	Warrants	Court Services By-law Services	E+ 2 years^ (E = Execution of warrant)
P13	Criminal Records	Court Services By-law Services	E+ 5 years (E = Occurrence/ investigation closed or disposition of charge)

The Corporation of the Town of St. Marys
Schedule A – By-law 85-2023
Being a By-law to Establish a Records Retention Schedule

Legend:

P – Permanent; **S** – Superseded; **E** – Event; **L** – Life of system/asset
****** - Subject to Archival Selection; **^** - special instructions in scope notes
 Originating – Department in which the record was created or received

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
P14	Animal Control	Clerk's	E+ 2 years (E = date animal was last in the pound)
P15	Community Protection Programs	Originating	S + 2 years**^
P16	Emergency Services	Originating	S + 5 years
P17	EMS and Fire Significant Incident & Impact Reports	EMS	S + 5 years
P18	EMS and Fire Accident Response Reports	EMS	S + 5 years
P19	EMS and Fire Statistics	EMS	S + 2 years
P20	Prohibition Notices & Orders	Legal	15 years
P21	Facilities Routine Water Use, Monitoring and Testing	Parks & Recreation Child Care Facility	pools and recreational camps = 1 year^

RECREATION AND CULTURE

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
R01	Heritage Preservation	Clerk's	E+ 3 years** (E = End of plan year or removal of designation)
R02	Library Services	Clerk's	5 years
R03	Museum and Archival Services	Clerk's	S + 3 years**
R04	Parks Management	Public Works	park maintenance = 5 years**^
R05	intentionally left blank		
R06	Recreational Programming	Community Services	program development & evaluation = 3 years**^

SOCIAL AND HEALTH CARE SERVICES

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
S01	Children's Day Care and Day Nursery Services	Community Services	S (review after 3 years)
S02	Elderly and Supportive Assistance Services	Community Services	S (review after 3 years)
S03	Long Term Care Facility Clients	Community Services	E+ 10 years (E = Client discharged)
S04	Community and Social Assistance Services	Community Services	S (review after 3 years)

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
S05	Ontario Works Clients	Community Services	E+ 5 years (E = date of last entry)
S06	Medical Case Clients	Public Health	E+ 15 years^ (E = discharged as a client)
S07	Children's Services	Community Services	S (review after 3 years)
S08	Public Health	Public Health	S (review after 5 years)
S09	Cemetery Interment	Clerk's	P**^
S10	Day Care and Day Nursery Clients	Community Services	E+ 3 years (E = Last participated date)
S11	Disabilities Support Clients	Community Services	E+ 7 years (E = no longer receiving support)
S12	Housing Services	Community Services	10 years
S13	Housing Tenant Clients	Community Services	E+ 5 years (E = client no longer resides)
S14	Home Child Care Program Administration	Community Services	3 years
S15	Home Child Care Program Clients	Community Services	E+ 3 years (E = Last participated date)
S16	Social and Health Care Planning and Management	Community Services	7 years
S17	Client Care Coordination	Community Services	E+ 10 years (E = no longer receiving support)
S18	Long Term Care Operations	Community Services	4 years
S19	Food Preparation and Service	Community Services	1 year
S20	Cemetery Operations	Public Works	E+ 6 years (E = Contract fulfilled or no longer applies)

TRANSPORTATION

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
T01	Illumination	Public Works	E+ 6 years^ (E = Removal of the equipment)

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Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
T02	Parking	Public Works	E+ 6 (E = Closure of lot or space)
T03	Public Transit Operations	Public Works	E+ 1 year**, 2 year minimum retention (E = Closure of route/ shelter/ stop)
T04	Road Construction	Public Works	E+ 1 year**^ (E = project finished)
T05	Road Design and Planning	Public Works	E+ 1 year**^ (E = project finished)
T06	Road Maintenance and Salt Usage	Public Works	E+ 1 year (E = project finished)
T07	Signs and Signals	Public Works	E+ 1 year (E = Removal of sign/signal)
T08	Traffic	Public Works	E+ 1 year**^ (E = project finished)
T09	Roads and Lanes Openings/ Closures	Public Works	E+ 1 year** (E = project finished)
T10	Field Survey/Road Survey Books	Public Works	E+ 1 year (E = project finished)
T11	Bridges	Public Works	E+ 1 year^ (E = project finished)

VEHICLES AND EQUIPMENT

Class Code	Secondary Heading	Responsible Dept.	Total Retention (# of years after current year)
V01	Fleet Management	Originating	E+ 2 years^ (E = termination of lease)
V02	Mobile Equipment	Originating	L + 1 year
V03	Transportable Equipment	Originating	L + 1 year
V04	Protective Equipment	Originating	L + 1 year
V05	Ancillary Equipment	Originating	L + 1 year^

BY-LAW 86-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an agreement between The Corporation of the Town of St. Marys and Radius Contracting Inc. for upgrades to the St. Marys Skate Park.

- WHEREAS:** The *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law;
- AND WHEREAS:** The Council for the Corporation of the Town of St. Marys wishes to provide upgrades to the St. Marys Skate Park (the “Project”);
- AND WHEREAS:** The Council for the Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Radius Contracting Inc. (the “Agreement”) for the purpose of clarifying and delineating the respective terms and conditions of and for the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- THEREFORE:** The Council of The Corporation of the Town of St. Marys enacts as follows;
1. That the Agreement between The Corporation of the Town of St. Marys and Radius Contracting Inc., attached hereto as Appendix “A”, is hereby authorized and approved.
 2. That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time this 22nd day of August 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 87-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to confirm all actions and proceedings of the Council of the Corporation of the Town of St. Marys at its regular meeting held on August 22, 2023

WHEREAS: *The Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents, and its powers shall be exercised by by-law;*

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

NOW THEREFORE: The Council of The Corporation of the Town of St. Marys enacts as follows;

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 22nd day of August 2023 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 22nd day of August 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk