



General Committee Meeting Agenda
Tuesday, April 3, 2018
1:00 PM
Council Chamber, Town Hall

CALL TO ORDER

DISCLOSURE OF PECUNIARY INTEREST

DELEGATIONS

STAFF REPORTS

[Staff Report 2018-34](#) Noise By-law Exemption Request – Dixie Road Sanitary Sewer and Watermain Construction (Dixie Road – from Mayfield Road to Old School Road) Ward 2

[Staff Report 2018-35](#) Noise By-law Exemption Request – Microtunnelling Operations (Heart Lake Road – from Mayfield Road to Old School Road) Ward 2

[Staff Report 2018-17](#) Furry Friends 5K Event

[Staff Report 2018-37](#) Proposed Animal Services Pet Clinics

[Staff Report 2018-29](#) Smart Cities Challenge Submission

[Staff Report 2018-33](#) Construction Agreement for Indoor Bocce Facility located at Potts Park

[Staff Report 2018-36](#) Single Source Award for Payment Processing Services

[Staff Report 2018-32](#) Energy Revolving Fund 2018 Projects

[Staff Report 2018-24](#) 2017 Lease Financing Agreement Summary

[Staff Report 2018-25](#) 2017 Year End Operating Budget Variance Report

[Staff Report 2018-30](#) Audited Reserves and Reserve Fund Balances for 2017

RECOMMENDATIONS OF ADVISORY COMMITTEES

Accessibility Advisory Committee Report dated [March 22, 2018](#)

NOTICES OF MOTION

Councillor Mezzapelli re: Request to Region of Peel for All-day Street Parking – Queen Street

Whereas downtown Bolton is a unique place, being a historically significant village both in built and natural form, home to a number of businesses and residents;

Whereas significant vehicular and pedestrian activity is drawn to downtown Bolton to patronize local businesses;

Whereas the community vision for downtown Bolton is one focused on making it a people friendly and safe destination for people to shop, to socialize and to explore as opposed to being a thoroughfare for vehicular traffic;

Whereas a number of documents clearly reflect this vision for downtown Bolton, most notably the Bolton Transportation Master Plan Study (BTMP) - a collaborative study by both the Town of Caledon and the Region of Peel;

Whereas the Emil Kolb Parkway, a north/south bypass for Bolton has been open for over 2 years, offering a convenient and efficient option for through car/truck traffic;

Whereas much work has occurred in the public realm on Queen St. including the relocation of the traffic lights at Mill St. and the addition of a pedestrian crossing at Sterne St. to make the core a more community friendly space;

Whereas the BTMP was completed in 2015 with much public consultation which reiterates, justifies and validates the vision for downtown Bolton from a transportation perspective and makes recommendations to see that the vision gets realized;

Whereas section 11.8 of the BTMP in the Phasing and Implementation Strategy section states “With the summer 2015 opening of the Emil Kolb Parkway, the time to implement the changes in the downtown core is now”;

Whereas reinstituting all day parking on Queen St. is a key short term recommendation of the study and reflects the comments received from the public; and

Whereas bringing back full time parking will support local businesses, lower speeds making the core safer, encourage through traffic to utilize the bypass, all making the core a more people friendly environment;

Now therefore be it resolved that the Town request the Region of Peel to implement all day street parking on Queen St.;

That staff be requested to evaluate the impact to residents, traffic and businesses and report back to share their findings;

That the Town continue to work with the Region of Peel to see that all the recommendations contained within the Bolton Transportation Master Plan are implemented; and

That this resolution be shared with the Bolton Business Improvement Area Board for their information.

Councillor deBoer re: Waiving Fill Fee for Certain Agricultural Operations

Whereas the Town of Caledon's Fees By-law imposes a fee of \$2.00 per cubic metre and an administration fee of \$510.00 for an application pursuant to the Town's Fill By-law;

Whereas some agricultural operations result in the incidental loss of topsoil; and

Whereas these operations are a part of the Town of Caledon's diverse agricultural businesses;

Now therefore be it resolved that the Fees By-law be amended to waive the \$2.00 per cubic metre fee for fill applications where the purpose of the addition of the topsoil is an incidental part of a normal agricultural practice for sod-farm operations, greenhouse and horticultural nurseries.

CORRESPONDENCE

Memorandums

Memorandum to Council from Aleksandra Sebestyen, Financial Analyst, Finance and Infrastructure Services dated April 3, 2018 re: [2017 Municipal Performance Measurement Program \(MPMP\) Report](#)

Memorandum from Venus Garnett, Financial Analyst, Finance and Infrastructure Services dated April 3, 2018 re: [Treasurer's Investment Report for 2017](#)

Memorandum to Council from Angie Mitchell, Manager, Building Services/Chief Building Official, Community Services dated April 3, 2018 re: [Building Permit Fees Annual Report - 2017](#)

Memorandum to Council from Robert Beatty, Specialist, Recreation, Community Services dated April 3, 2018 re: [Updated Agreement between Albion & Bolton Agricultural Society and the Town of Caledon](#)

Memorandum from Erin Britnell, Senior Analyst, Corporate Initiatives dated April 3, 2018 re: [Update on Centre for the Arts](#)

Memorandum from September Muller, Senior Financial Analyst, Finance and Infrastructure Services dated April 3, 2018 re: [Annual Treasurer's Statement on Development Charge Reserve Funds as of December 31, 2017](#)

General Correspondence

Town of Caledon dated December 13, 2017 re: [Request for Greater Oversight of Licensed Cannabis Operations](#)

Health Canada dated March 12, 2018 re: [Cannabis for Medical Purposes](#)

Colleen Lipp, CEO/Chief Librarian, Caledon Public Library dated March 20, 2018 re: [Recommendations to Increase Provincial Funding to Public and First Nation Libraries](#)

Request to Present

Request to Present from Headwaters Health Care Centre re: [Strategic Planning](#)

CONFIDENTIAL SESSION

Confidential Staff Report 2018-6 re: Advice that is subject to solicitor-client privilege, including communications necessary for that purpose and litigation including matters before administrative tribunals, affecting the municipality – Development Charges By-law Appeal Update

Confidential Staff Report 2018-11 re: Personal matters about an identifiable individual, including municipal or local board employees – Senior of the Year Award 2018

ADJOURNMENT



Accessibility Accommodations

Assistive listening devices for use in the Council Chamber are available upon request from the Staff in the Town's Legislative Services Section. American Sign Language (ASL) Interpreters are also available upon request.

Please provide advance notice if you require an accessibility accommodation to attend or participate in Council Meetings or to access information in an alternate format please contact Legislative Services by phone at 905-584-2272 x. 2366 or via email to legislative.services@caledon.ca.

Staff Report 2018-34

Meeting Date: Tuesday, April 3, 2018

Subject: Noise By-law Exemption Request – Dixie Road Sanitary Sewer and Watermain Construction (Dixie Road – from Mayfield Road to Old School Road) Ward 2

Submitted By: Laura Hall, Manager, Regulatory Services, Corporate Services

RECOMMENDATION

That Technicore Underground Inc. be exempted from Section 15 of Table 3-1 of Noise By-law 86-110 to permit construction activity between the hours of 11:00 p.m. and 6:00 a.m. subject to the conditions outlined in Schedule B of Staff Report 2018-34; and

That the exemption expire on August 31, 2018.

REPORT HIGHLIGHTS

- Staff received a request for an exemption from the Town's Noise By-law to permit construction activity to occur outside of the permitted hours as set out in the By-law.
- Peel Region has retained the services of Technicore Underground Inc. to carry out the construction of a sanitary sewer and watermain along Dixie Road, from Mayfield Road to Old School Road.
- The purpose of the request is for operation efficiency and productivity in an effort to reduce the duration and disruption of the project.
- Aspects of the construction activity are expected to occur Monday to Friday inclusively until August 31, 2018, between the hours of 11:00 p.m. and 6:00 a.m.
- The Town's Noise By-law does not contain an exemption process with the exception of emergency situations, therefore anyone seeking to perform activities related to noise outside of the permitted times requires approval from Council.
- Approximately 45 properties are located on the stretch of roadway of the proposed activity, and as such may be impacted by the work. The Noise By-law does not specify the measurement of impact; as a result, this is staff's best estimate.
- The Region has advised that minimal surface noise will occur between the hours of 11:00 p.m. and 6:00 a.m. and will be limited to the use of a crane and generator which contain noise dampeners to limit the sound emitted. Sound monitoring equipment will be set-up to monitor noise levels.
- Staff is recommending the exemption request be approved subject to notification to impacted property owners and the Town prior to commencement of the work.

DISCUSSION

Staff received a request for an exemption from the Town's Noise By-law to permit construction activity to occur outside of the permitted hours as set out in the By-law. The purpose of this report is to provide details of the request and receive approval for the exemption request.

Project Details

Peel Region has retained the services of Technicore Underground Inc. to carry out the construction of a sanitary sewer and watermain along Dixie Road, from Mayfield Road to Old School Road. The project is expected to be completed by August 31, 2018.

The contractor has requested approval to operate a loader, a crane and generator Monday through Friday, 24 hours a day to install sanitary sewer tunneling. The contractor has indicated that minimal surface work will occur outside the permitted noise by-law hours (6am-11pm). The contractor states that the night shift work activity will be stockpiled by the day shift in order to mitigate construction activity.

In addition, the contractor has advised that no deliveries will be scheduled between 11:00 pm and 6:00 am and that the generators will have dampeners for noise reduction. Sound monitoring equipment will be set-up to monitor noise levels. The Noise By-law does not specify the measurement of impact; as a result, this is staff's best estimate.

The contractor has indicated that the expected decibel level of noise will not exceed 85 decibels. For comparison purposes noise emitted from traffic exceeds 85 decibels. The industry standard is set at 92 decibels for motor vehicle traffic. The current Noise by-law does not capture decibel levels with respect to construction activities only with sounds related to motor vehicles. This construction approach is expected to minimize the time the contractor is performing the work, decreasing the impact on the area.

Exemption Details

The contractor is requesting approval to perform certain aspects of the project outside of the permitted hours of the Town's Noise By-law. The Noise By-law prohibits noise related to construction activity to occur between the hours of 11:00 p.m. and 6:00 a.m.

The Town's Noise By-law does not contain an exemption process with the exception of emergency situations, therefore anyone seeking to perform activities related to noise outside of the permitted times requires approval from Council.

Staff Report 2018-34

Potential Impact

In reviewing the request and the particular location, staff has determined that approximately 45 properties may be impacted (attached as Schedule A to this report provides further details) by the noise of the construction.

Conditions of Approval

Staff is recommending the exemption request be approved subject to the following conditions intended to mitigate potential impacts to area property owners:

1. Written notification be provided to each property captured in Schedule A of Staff Report 2018-34 with the following information included in the notification:
 - a. Project scope
 - b. Timeline of activity, including dates when the work is expected to performed between the hours of 11:00 p.m. and 6:00 a.m.
 - c. What type of noise or nuisance i.e. lighting, vibrations, etc. may occur
 - d. Contact information for questions and to report any disturbances
2. Notify the Town at least 24 hours in advance of each occurrence.
3. A sign posted at the property capturing the above information.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with this report.

COUNCIL WORK PLAN

Growth – To plan for complete communities as required under growth plan

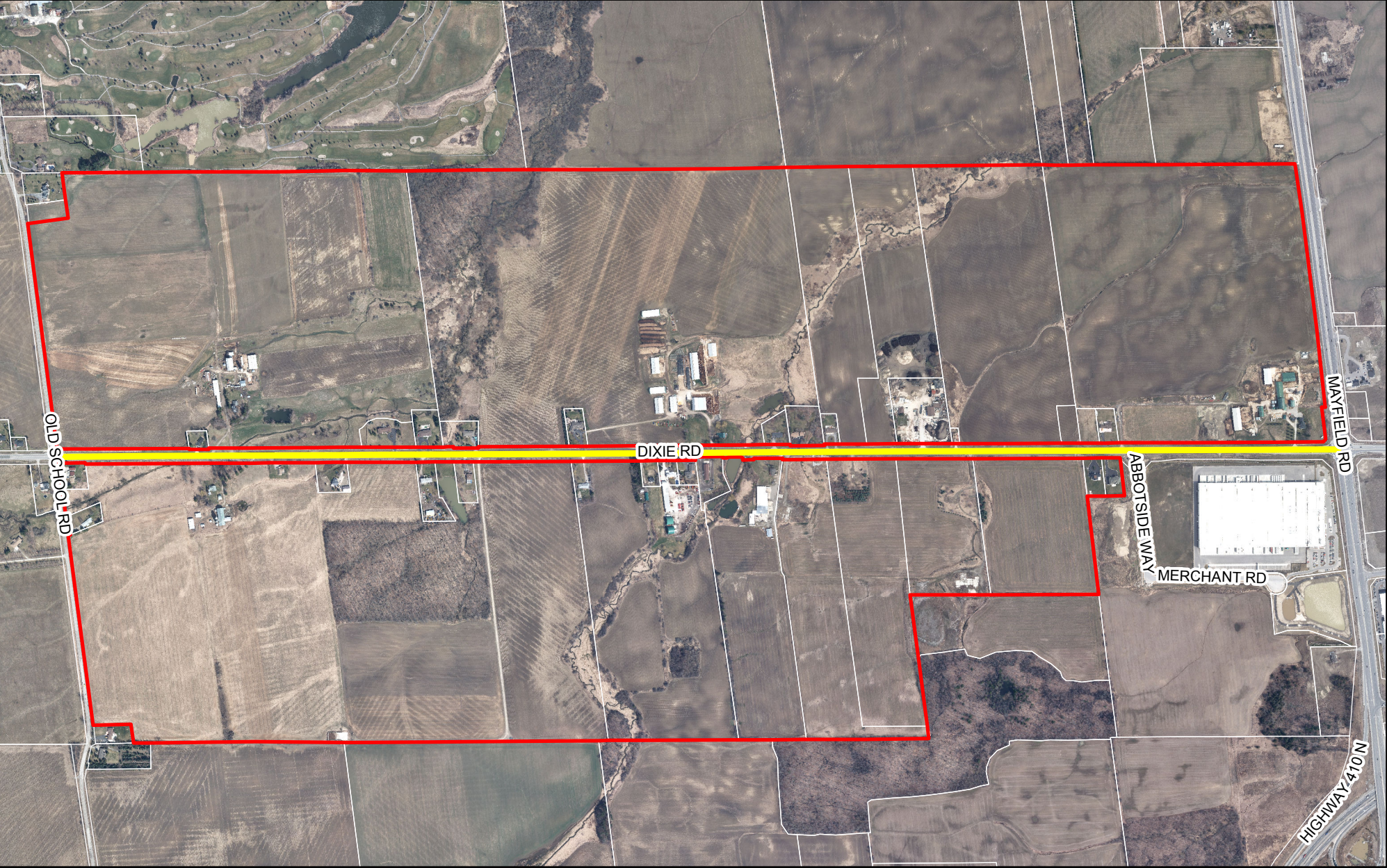
Customer Service – to adopt an innovative approach that adapts to the changing needs and expectations of our community while supporting best practices

ATTACHMENTS

Schedule A – Map demonstrating the properties directly impacted by the exemption request

Schedule B – Conditions of the Exemption

Schedule A to Staff Report 2018-34



TOWN OF CALEDON



0 100 200 300 400 500
Metres

- Work Area
- Impacted Property

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Schedule B to Staff Report 2018-34
Conditions of Exemption to Noise By-law 86-110, as amended

The following conditions shall be imposed onto Techicore Underground Inc. as part of the exemption of the Town's Noise By-law 86-110, as amended:

1. Written notification be provided to each property captured in Schedule A of Staff Report 2018-34 with the following information included in the notification:
 - a. Project scope
 - b. Timeline of activity, including dates when the work is expected to performed between the hours of 11:00 p.m. and 6:00 a.m.
 - c. What type of noise or nuisance i.e. lighting, vibrations, etc. may occur
 - d. Contact information for questions and to report any disturbances
2. Notify the Town at least 24 hours in advance of each occurrence.
3. A sign posted at the property capturing the above information.

Staff Report 2018-35

Meeting Date: Tuesday, April 3, 2018

Subject: Noise By-law Exemption Request - Microtunnelling Operations
(Heart Lake Road – from Mayfield Road to Old School Road)
Ward 2

Submitted By: Laura Hall, Manager, Regulatory Services, Corporate Services

RECOMMENDATION

That Pachino Construction Co. Limited be exempted from Section 15 of Table 3-1 of Noise By-law 86-110 to permit construction activity between the hours of 11:00 p.m. and 6:00 a.m. subject to the conditions outlined in Schedule B of Staff Report 2018-35;

That the exemption be provided for no more than 45 occurrences; and

That the exemption expire on June 30, 2018.

REPORT HIGHLIGHTS

- Staff received a request for an exemption from the Town's Noise By-law to permit construction activity to occur outside of the permitted hours as set out in the By-law.
- Peel Region has retained the services of Pachino Construction Co. Limited to construct the Victoria Feedermain Contract 2 Project on Heart Lake Road between Mayfield Road and Old School Road.
- Due to the current conditions of the soil, the tunnel portion of the project is required to be completed on a continuous basis which may occur after 11:00 p.m. and before 6:00 a.m. for 45 days between May and August, 2018.
- The contractor is not expecting to perform work over the course of the weekend.
- The Town's Noise By-law does not contain an exemption process with the exception of emergency situations, therefore anyone seeking to perform activities related to noise outside of the permitted times requires approval from Council.
- Approximately 2 properties may be directly impacted by the activity, however a total of 27 properties are located along the stretch of roadway. The Noise By-law does not specify the measurement of impact; as a result, this is staff's best estimate.
- Staff is recommending the exemption request be approved subject to notification to property owners along the identified stretch of road prior to commencement of the work.

DISCUSSION

Staff received a request for an exemption from the Town's Noise By-law to permit construction activity to occur outside of the permitted hours as set out in the By-law. The purpose of this report is to provide details of the request and receive approval for the exemption request.

Project Details

Peel Region has retained the services of Pachino Construction Co. Limited to construct the Victoria Feedermain Contract 2 Project on Heart Lake Road between Mayfield Road and Old School Road. As part of the project, two (2) sections of the feedermain will be constructed by a subcontractor for the purposes of utilizing the microtunnel method. The sections are outlined in Schedule A of the report and are described as Campbell's Creek Crossing and HWY 410 Crossing. The work proposed for the Campbell's Creek Crossing is expected to commence between April and May for duration of 25 days. The work proposed for the HWY 410 Crossing is expected to commence between May and August for duration of 20 days.

The contractor has indicated that the technical process of the microtunnelling operation is required to take place for a period of 24 hours to prevent the tunnel boring machine from sinking into the soil when operations cease. In addition, it is understood that continuous operations decreases the impact of the operation as stopping and starting the equipment may impact the quality and efficiency of the operation. The contractor has indicated that the expected decibel level of noise will not exceed 65 decibels. For comparison purposes noise emitted from traffic exceeds 65 decibels. The industry standard is set at 92 decibels for motor vehicle traffic. The current Noise by-law does not capture decibel levels with respect to construction activities only with sounds related to motor vehicles. This construction approach is expected to minimize the time the contractor is performing the work, decreasing the impact on the area.

Exemption Details

The contractor is requesting approval to perform certain aspects of the project outside of the permitted hours of the Town's Noise By-law. The Noise By-law prohibits noise related to construction activity to occur between the hours of 11:00 p.m. and 6:00 a.m.

The contractor is not expecting to perform work over the course of the weekend. The work will be ongoing with a completion date of August 2018 for the microtunnelling operations.

Staff Report 2018-35

The Town's Noise By-law does not contain an exemption process with the exception of emergency situations, therefore anyone seeking to perform activities related to noise outside of the permitted times requires approval from Council. As part of the request, the contractor is committing to minimize nuisance noise by servicing all equipment to ensure noise suppression systems are fitted where possible, mechanical systems are operating to peak standards, all panels, covers and enclosures will be tightly fitted and in peak condition and equipment will be regularly lubricated where applicable to mitigate impact.

Potential Impact

In reviewing the request and the particular location, staff has determined that approximately 2 properties may be directly impacted by the activity specifically the noise and potential vibration of the activity. However, there are approximately 27 properties located along the stretch of roadway where the work will be completed (attached as Schedule A to this report provides further details). The Noise By-law does not specify the measurement of impact; as a result, this is staff's best estimate.

Conditions of Approval

Staff recommends that the exemption request be approved subject to the following conditions intended to mitigate potential impacts to area property owners:

1. Written notification be provided to each property captured in Schedule A of Staff Report 2018-35 with the following information included in the notification:
 - a. Project scope
 - b. Timeline of activity, including dates when the work is expected to be performed between the hours of 11:00 p.m. and 6:00 a.m.
 - c. What type of noise or nuisance i.e. lighting, vibrations, etc. may occur
 - d. Contact information for questions and to report any disturbances
2. Notify the Town at least 24 hours in advance of each occurrence.

FINANCIAL IMPLICATIONS

There are no immediate financial implications related to this report.

COUNCIL WORK PLAN

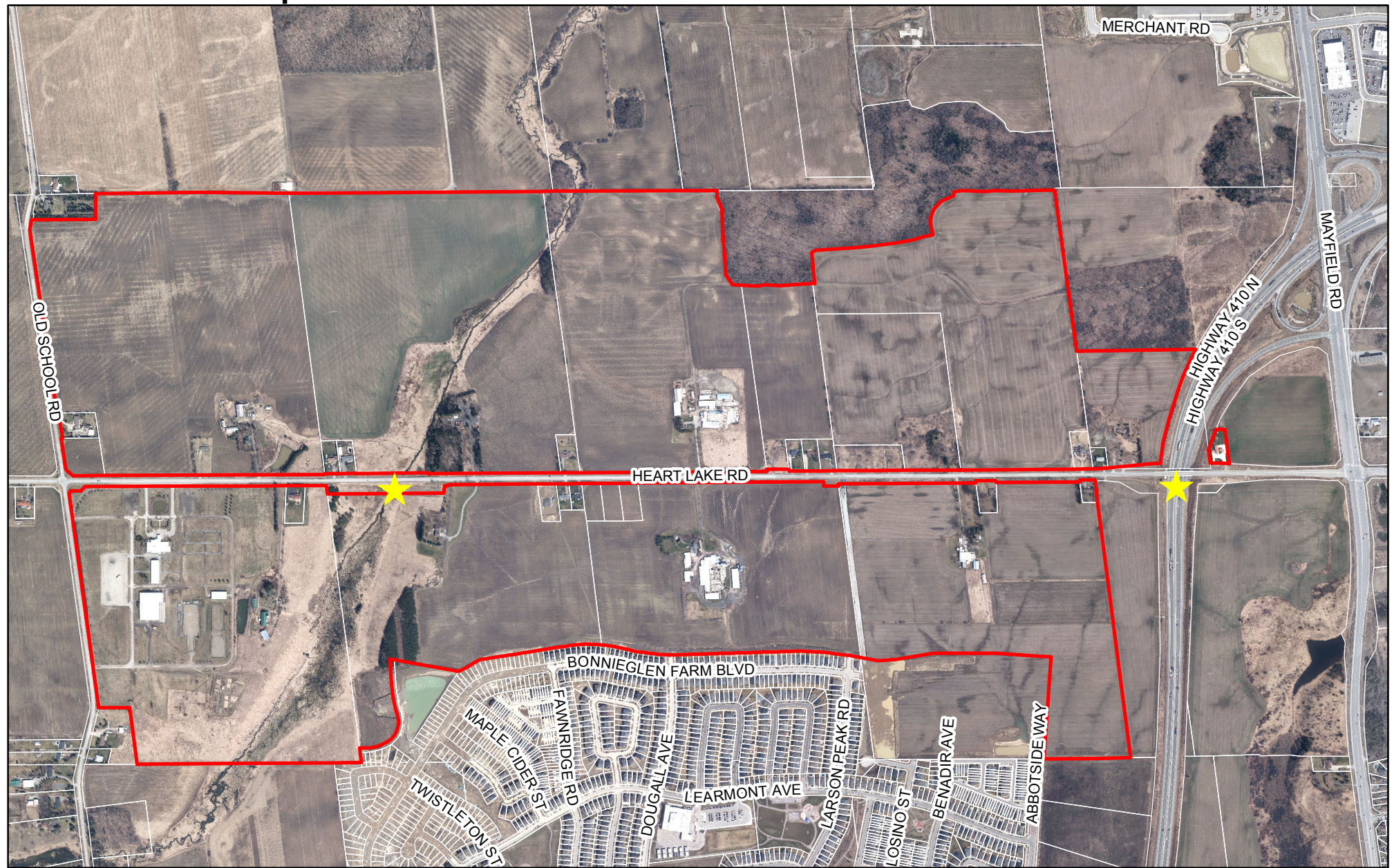
Growth – To plan for complete communities as required under growth plan

ATTACHMENTS

Schedule A – Map demonstrating the properties directly impacted by the exemption request and the location of the Campbell's Creek Crossing and HWY 410 Crossing

Schedule B – Conditions of the Exemption

Schedule A to Staff Report 2018-35



0 100 200 300 400 500
Metres



Subject Property



Impacted Property

S:\IT\Mapping\GISDATA\DATA_REQUESTS\2018\Mapping_Requests\By_Law\Noise_Exemption

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Date: 3/14/2018

Schedule B to Staff Report 2018-35
Conditions of Exemption to Noise By-law 86-110, as amended

The following conditions shall be imposed onto Pachino Construction Co. Limited as part of the exemption of the Town's Noise By-law 86-110, as amended:

1. Written notification be provided to each property captured in Schedule A of Staff Report 2018-35 with the following information included in the notification:
 - a. Project scope
 - b. Timeline of activity, including dates when the work is expected to performed between the hours of 11:00 p.m. and 6:00 a.m.
 - c. What type of noise or nuisance i.e. lighting, vibrations, etc. may occur
 - d. Contact information for questions and to report any disturbances
2. Notify the Town at least 24 hours in advance of each occurrence.
3. A sign posted at the property capturing the above information.

Staff Report 2018-17

Meeting Date: Tuesday, April 3, 2018

Subject: Furry Friends 5K Event

Submitted By: Laura Hall, Manager, Regulatory Services, Corporate Services

RECOMMENDATION

That the Town endorse the fundraising initiatives of the 2018 Furry Friends 5K event;

That the Mayor and Clerk be authorized to execute the agreement as outlined on Schedule A with the organizers of the Furry Friends 5K Event as it relates to the Donation Tax Receipting and the involvement of the Town in the event as outlined in Staff Report 2018-17, subject to such minor or technical changes as may be required;

That a new 2018 capital project be established for the amount of \$33,000 to be funded from the donations received from the Furry Friends 5K Event;

That the scope of the new 2018 capital project as outlined in Staff Report 2018-17 be reduced if applicable to match the donated funds received from the Furry Friends 5K Event; and

That surplus funds, if any, at the end of the capital project be directed to the Animal Shelter Reserve fund.

REPORT HIGHLIGHTS

- The Furry Friends 5K Event is currently proposed to take place in Bolton on June 10, 2018 and the Town has been approached to have the event raise funds for the Town Animal Services Division.
- Staff have proposed three projects including kennel upgrades, medical and agility equipment that will be completed with the proceeds from the Furry Friends 5K Event

DISCUSSION

The Town was approached by an organization referred to as the Furry Friends 5K to host an event in Caledon where 100% of the proceeds are provided to the Town's Animal Services Division. According to the organizers, Furry Friends 5K has hosted several successful events in various jurisdictions to raise funds to support local animal rescue organizations, shelters and humane groups. Further, according to the organizers over the past eight (8) years, the Furry Friends 5K events have raised approximately \$250,000.00, hosting events in Burlington, Ajax, Oshawa and Whitby. The purpose of this report is to provide information regarding the event and to obtain approval to accept the funds donated to the Town's Animal Services Division and to recommend a use for the funds.

Event Details

The Furry Friends 5K Event is currently proposed to take place in Bolton on June 10, 2018. Registration for the event ranges between \$35.00 and \$50.00 depending on time of registration and participation level. The event will include an opportunity for participants to share the race with their canine companion and take part in the various vendors on site. The Town will have presence from the Animal Services Division to promote their services. Staff feel the event is a positive addition to the community and will have the potential to draw in local participants and individuals from other communities. Local businesses will have an opportunity to sponsor the event and showcase their products.

New Capital Project

Subject to approval, staff is requesting that a new 2018 Capital Project be established for the Animal Services Division to use the donated funds from the event proceeds as outlined in Table 1, broken down with anticipated costs. At this time, staff is not certain what the total donation will be and therefore additional items are listed depending on the final proceeds.

Table 1 – Proposed Projects

Project 1:

Kennel Upgrades

Upgrade approximately 25 cages in the feline quarantine and stray room and approximately 25 kennel doors in the canine rooms with plexi glass material. Total estimated cost of \$30,000.00.

Project 2:

Medical Equipment

Purchase a walk-on portable scale, diagnostic set, digital ear thermometer and woods lamp (to detect ticks, fleas, etc.). Total estimated cost of \$2,500.00.

Project 3:

Additional Items

Agility equipment for enrichment and wellness for animals in the Town's care. Total estimated cost of \$500.00.

Staff Report 2018-17

Depending on the total amount provided to the Town, Project 1 is the first priority project, following by Project 2 and finally Project 3.

The projects listed above support the intent of the fundraiser and will enhance the wellbeing of the animals while in the care of the Town. Final proceeds received and the scope of the capital project completed will be captured in a Capital Status Update report.

FINANCIAL IMPLICATIONS

All donated funds received by the Town from the Furry Friends 5K Event will be directed towards the proposed projects outlined in Table 1 to an upset limit of \$33,000 (\$30,000+\$2,500+\$500). It is proposed that any surplus funds, if any will be directed towards the Animal Shelter Reserve. Any future draws from the Animal Shelter Reserve funds will be subject to Council approval. A new 2018 capital project will be established for the projects outlined in Table 1 that will be funded by the donations. If the donations received are less than the first priority project – Kennel Upgrades then the project will be reduced accordingly to have fewer cages and kennel doors upgraded. If the funding received is not sufficient to complete Project 2 or 3 then the scope of those projects will be reduced accordingly.

The Town will enter into an agreement as outlined in Schedule A, with the organizers of the Furry Friends 5K Event outlining that the Town will issue donation tax receipts for all funds donated directly to the Town of Caledon in excess of \$20.00 for the Caledon animal shelter subject to the following conditions:

- Donor information (name, full address) is complete and legible.
- Confirmation from the organizers of the Furry Friends 5K Event that the donors did not receive any goods or services with a fair market value in excess of 10% of the value of the donation or \$75, whichever is less.
- No stipulations have been assigned to donations that are inconsistent with Town of Caledon's stated purpose of the intended funds (Caledon Animal Shelter)
- Event registration fees for race participants will be kept separate from the donated funds and Donation Tax Receipts will not be issued for event registration fees.
- Race Roster will be used as an avenue to accept online donations, however the Town will retain control of the Donation Tax Receipting and Race Roster will ensure the donated funds are kept separate from the Furry Friends 5K Event Registration funds. The organizers agree that Race Roster will provide to the town, directly, donation proceeds and donor information required for tax receipts.
- The Town will retain control of all Town of Caledon/Animal Shelter Donation Tax Receipting
- Any sales of raffle tickets, admission tickets, auction items and other goods that provide a benefit to donors are not eligible for a tax receipt from the Town
- The event organizers are responsible for the payment and recovery of all event costs (eg. one day event insurance, naming the Corporate of the Town of Caledon as additional insured and if applicable road closure permits) through

- their own registration fees, which do not flow through the town and which are not eligible for donation tax receipts
- Furry Friends 5K will obtain insurance for the event
 - The organizers have committed to providing the Town the net proceeds from the event. The Town will be requesting the financial information (eg. revenues and expenses) after the event occurs. There will be no donation tax receipts issued for the net proceeds of the event.

Authority for municipalities to issue donation tax receipts is contained in section 149.1 (1) of the *Income Tax Act*, where municipalities are included in the definition of qualified donees. Like any registered charity, municipalities must issue donation tax receipts in the format and in accordance with the rules and regulations outlined in the *Income Tax Act* and related regulations on charities.

The conditions outlined above and controls that staff will implement with the cooperation of the organizers of the Furry Friends 5K Event will ensure that the Town complies with the *Income Tax Act* and related regulations surrounding the issuance of donation tax receipts. Also, due to the involvement of cheques and potentially cash, considerable Town resources will be allocated to this project to:

- Ensure proper reconciliation of cheques/funds received from donors
- Preparation of accounting entries to ensure the donations are deposited to the Town of Caledon's bank account and is directed to the proper capital project;
- Monitor and follow up related to the clearing of cheques/funds; and to
- Manually prepare and issue donation tax receipts in the format required by the Canada Revenue Agency.

COUNCIL WORK PLAN

Recreation – to establish and implement a collective community vision for the allocation of parks, facilities and recreation in the Town.

Tourism and Sports - To explore Caledon's sport tourism potential and what the Caledon model could look like.

ATTACHMENTS

Schedule A – Agreement with Furry Friends 5K

Schedule A to Staff Report 2018-17

FUNDING AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ 2018.

BETWEEN: FURRY FRIENDS 5K
(the "Furry Friends") and

THE CORPORATION OF THE TOWN OF CALEDON
(the "Town")

WHEREAS Furry Friends is a partnership between Caron Shepley and Allison Hansen, which raises funds to support local animal rescue organizations, shelters and humane groups through hosting walk/run events.

AND WHEREAS has approached the Town regarding hosting the 2018 Furry Friends 5K Event, in Bolton on June 10, 2018 to raise funds for the Town's Caledon Animal Shelter;

AND WHEREAS Town Council endorsed the 2018 Furry Friends 5K Event (the "Event") on April 3, 2018;

AND WHEREAS, Furry Friends intends to raise funds from donors (the "Donors"), the proceeds of which are to be donated to the Town;

AND WHEREAS, Furry Friends requires the Town, in return for raising funds, to provide the Donors with donation tax receipts for the value of the donation each Donor provides to the Town;

AND WHEREAS, Furry Friends wishes to obtain Town authorization to use the Town's name and logo in connection with the Event;

AND WHEREAS Town Council authorized the Mayor and Clerk to execute an agreement with the event organizer(s) (Furry Friends) of the Furry Friends 5K as it relates to the donation tax receipting;

NOW THEREFORE the parties agree as follows:

Donations and Tax Receipts

1. The Town will retain full control of donation tax receipting and is the only party authorized to issue donation tax receipts in relation to funds received in connection with the Event.
2. The Town will only issue donation tax receipts for donations, related to the Event, that have been received by the Town (the "Donated Funds" or "Donation") and meet the following requirements:
 - a. the Donation has been provided directly to the Town of Caledon by the Donor or provided through the Online Donation Service Process outlined in this Agreement. Sales of raffle tickets, admission tickets, auction items, or other goods that provide a benefit to Donors, are not eligible for a donation tax receipt from the Town;
 - b. the donation is in excess of \$20.00;
 - c. Donor information (name, full address, amount) is complete and legible; and
 - d. the Town is satisfied that the requirements of this Agreement, the *Income Tax Act* and Canada Revenue Agency guidelines have been met.
3. No donation tax receipt issued by the Town will exceed the amount of the Donation received by the Town
4. The Town reserves the right to void any or all of the issued donation tax receipts if, in its sole discretion, it has reason to believe that the requirements of the Agreement, the *Income Tax Act* and Canada Revenue Agency guidelines have not been met.
5. The Town has sole discretion as to how to use the Donated Funds.
6. Furry Friends confirms and agrees that it will ensure:
 - a. that the Donors will not receive any goods or services with a fair market value in excess of 10% of the value of the donation, or \$75, whichever is less;
 - b. that event registration fees for race participants will be kept separate from the Donations and that donation tax receipts will not be issued by the Town for event registration fees;

- c. provide to the Town a full accounting of all revenues, expenses, and net proceeds from the Event, and any other documents or information required by the Town to satisfy itself that it may legally issue a donation tax receipt;
 - d. not change any donor information or Donation amounts entered by the Donor;
 - e. that all Donors are aware of and understand that the purpose of the donation is for raising funds for the Caledon Animal Shelter, and that all advertising, promotional materials, signs, or communication will be consistent with this purpose; and
 - f. that all Donors are aware of and understand that there are no restrictions on how the Town may make use of the Donated Funds in relation to the Caledon Animal Shelter.
7. Furry Friends shall be responsible for all payments, costs, bills, invoices, fines, permit fees, penalties, disbursements, damages, claims, etc. related to the Event ("Event Costs") including but not limited to errors or omissions or activities of its subcontractors, suppliers or exhibitors. Furry Friends will ensure that all Event Costs are paid, and confirms that the Town shall not be liable for any Event Costs, howsoever incurred, in relation to the Event. Furry Friends will ensure that all Event Costs are fully paid by it.
 8. Furry Friends agrees that it will have no claim to any Donated Funds collected in connection with the Event and that all donations will be provided to the Town free and clear of any encumbrances, liabilities or claims.

Online Donation Service Process

9. Furry Friends shall enter into an agreement with the online donation service and payment processor, Race Roster (the "Online Donation Agreement") that will ensure that Furry Friends meets all of its obligations in the Agreement and that the Town will be able to issue donation tax receipts for Donations that meet the requirements of the *Income Tax Act* and Canada Revenue Agency guidelines.
10. Furry Friends agrees and confirms that it will enter into an Online Donation Agreement that will ensure that:
 - a. the Donations collected by Race Roster will be kept separate from any fees or funds collected for Race Roster's services;
 - b. 100% of the Donated Funds collected online will be provided directly to the Town, without any deductions, along with all donor information required to issue a donation tax receipt and all Donated Funds directly;
 - c. the Donated Funds shall not be used to pay any Race Roster fees, bills, invoices, or other costs related to Race Roster's services, including payment processing fees related to the Donated Funds. All Race Roster fees, bills, invoices, or other costs related to Race Roster's services will be paid by Furry Friends;
 - d. Race Roster will not change any Donor information or Donation amounts entered by the Donor. Suggested changes and corrections can be provided, in writing, to the Town and the Town, in its sole discretion and in accordance with Canada Revenue Agency guidelines, will make adjustments as necessary; and
 - e. The requirements of this Agreement are fully complied with, including all requirements applicable to Furry Friends.
11. Notwithstanding the Online Donation Agreement, Furry Friends shall continue to be responsible for complying with this Agreement, and ensuring that collection of Donations by Race Roster complies with both this Agreement and the Online Donation Agreement.
12. Furry Friends shall provide the Town a fully executed copy of the Online Donation Agreement between the Furry Friends and Race Roster and copies of any amendments within five business days of full execution of the agreement/amendment.

Compliance with the Law

13. Furry Friends warrants and agrees that it shall carry out the Event in compliance with all Federal, Provincial or Municipal laws, including the by-laws and policies of the Town, and that it shall be solely responsible to obtain any permits or approvals of any kind relating or to the Event, including any Town permits, and shall pay all fees necessary to obtain any required permits or approvals.

Term

14. The Agreement shall commence on April 17, 2018, and shall expire on December 31, 2018, unless terminated earlier in accordance with this Agreement.

Town Name and Logo

15. Furry Friends shall be authorized to use the Town's name and logo in connection with the Event, provided the following requirements are met:
 - a. all print or electronic materials or any other media which include the Town's name or logo shall be provided to the Town's General Manager of Strategic Initiatives for his consent and approval; and
 - b. all print or electronic materials or any other media which include the Town's name or logo shall make clear that the Town of Caledon is not an organizer, partner, participant, sponsor or administrator of the Event.
16. Furry Friends agrees that the Town may use the Event name, and any images associated with the Event to promote and advertise the initiative, and that the Town shall not be required to pay a fee or remuneration of any kind for such use.
17. The Furry Friends shall acknowledge the support of the Town in all public communications and publicity relating to the Project including press releases, published reports, radio and television programmes and public meetings, in a format approved by the Town.

Limitation of Liability

18. Furry Friends agrees to defend, indemnify and hold harmless the Town, its Members of Council, officers, employees, volunteers and agents from and against any and all injuries, losses, damages, including incidental, indirect, special or consequential damages, legal costs, claims, demands, actions, causes of actions or proceedings, (collectively, "Claims"), which arise out of or are in any way related to the Event or this Agreement.
19. Furry Friends agrees to obtain and provide the Town with a valid certificate of insurance 2 weeks prior to the Event which includes:

Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

 - a) A limit of liability of not less than \$5,000,000/occurrence with an aggregate of not less than \$5,000,000
 - b) Add the Corporation of the Town of Caledon as an additional insured with respect to the operations of the Named Insured
 - c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
 - d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage
 - e) Broad Form Property Damage
 - f) Contractual Liability
 - g) The policy shall provide 30 days prior notice of cancellation
20. Furry Friends shall supervise and co-ordinate the work of all subcontractors, suppliers or exhibitors so employed, engaged or retained by it, or to be employed, engaged or retained by it.

Termination

21. The Town may, without liability, cost or penalty, terminate this Agreement immediately upon giving notice to the Furry Friends if:
 - (a) the Furry Friends has knowingly provided false or misleading information regarding its funding request or in any other communication with the Town; and/or
 - (b) the Furry Friends has breached a term of this Agreement.

Interpretation

22. For the purposes of this Agreement, the Town is not a partner in, organizer of, participant in, sponsor or administrator of the Event.
23. This Agreement shall be interpreted in accordance with the *Income Tax Act*, as amended, and any applicable Canada Revenue Agency guidelines, and any ambiguity in the Agreement's terms shall be resolved in favour of the interpretation most compatible with the requirements thereof.

24. Any notice to be given or document to be delivered to the Furry Friends 5K or the Town shall be sufficiently given or delivered personally or ordinary prepaid mail to the following addresses:

If intended for Furry Friends 5K at:

1 Reddington Drive, No. 6 Caledon,
ON L7E 4C4

Attn.: Caron Elizabeth Shepley 112

Richfield Square
Courtice, ON L1E 3G4

Attn.: Allison Hansen

If intended for the Town at:

The Corporation of the Town of Caledon 6311
Old Church Road
Caledon, ON L7C 1J6 Attn.:

Town Clerk

or to such other address as either Party may from time to time notify the other. Any notice or other communication given by personal delivery shall be conclusively deemed to have been received by the Party to which it is addressed on the date of actual delivery thereto. Any notice sent by prepaid first class mail shall be deemed to have been delivered on the fifth (5th) business day following the date of mailing thereof provided that the postal services have not been interrupted in which case notice shall only be given by personal delivery.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first above written.

Authorization Resolution No.
- passed by Town
of Caledon Council on day
of April, 2018.

THE CORPORATION OF THE TOWN OF CALEDON

Town Clerk

Mayor

We have authority to execute this Agreement on behalf of the Corporation.

FURRY FRIENDS 5K

Caron Shepley

I have authority to execute this Agreement on behalf of the Furry Friends 5K.

Allison Hansen

I have authority to execute this Agreement on behalf of Furry Friends 5K.

Meeting Date: Tuesday, April 3, 2018

Subject: Proposed Animal Services Pet Clinics

Submitted By: Laura Hall, Manager, Regulatory Services, Corporate Services

RECOMMENDATION

That Fees and Charges By-law 2017-79 be amended to add the following fees (inclusive of HST):

- a) Microchip Implantation (clinic) – total cost of \$25.00
- b) Rabies Vaccination (clinic) – total cost of \$25.00
- c) Personalized Pet Identification Tag - \$15.00.

REPORT HIGHLIGHTS

- In an effort to further engage the public and promote responsible pet ownership, the Town's Animal Services Division is proposing to host 1 to 2 clinics per year in the spring and fall months (dates still to be determined) to offer microchip implantation and rabies vaccination for pets.
- The clinics will be advertised and open to the general public through a registration and appointment process. The proposed cost per service would be \$25.00.
- The intent is to make the service affordable to encourage participation. Typically, the cost to microchip a pet through a veterinarian clinic is anywhere between \$75.00 to \$100.00 and \$50.00 to \$90.00 for a rabies vaccination.
- The Town's retained veterinarian service provider will administer the service as only a licensed veterinarian can perform vaccinations and implant microchips.
- In 2016, the Town removed dog licensing; however, pet owners are still required to have a form of identification on their pets at all times. The Town has purchased a tag engraver machine to offer personalized pet tags for purchase. This service will be part of the new road kit that has been developed for Animal Services when attending various community events.

DISCUSSION

In an effort to further engage the public and promote responsible pet ownership, the Town's Animal Services Division is proposing to host a rabies and microchip clinic. The purpose of this report is to provide information about the new service initiative.

Background

The Town's Animal Services Division has been exploring various new ways to increase awareness of responsible pet ownership and further educate the public on this topic. As a step towards this approach, the Town is proposing to host a clinic for pet owners to have their pet microchipped and/or vaccinated with the rabies vaccine.

Clinic Details

At this time, staff is proposing to host 1 to 2 clinics per year in the spring and fall months (dates still to be determined). The clinics will be held at the Caledon Animal Shelter to bring further exposure of the Division and the leash-free park. The clinics will be advertised and open to the general public through a registration and appointment process. The proposed cost per service would be \$25.00 which is in line with other jurisdictions such as the OSPCA that offer similar clinics. The intent is to make the service affordable to encourage participation. Typically, the cost to microchip a pet through a veterinarian clinic is anywhere between \$75.00 to \$100.00 and \$50.00 to \$90.00 for a rabies vaccination.

The Town has retained the services of two local veterinarians to provide clinical and in shelter services as needed for the care of the animals within the custody of the Town. As part of the contract, both providers have agreed to provide their services for the purposes of hosting the rabies and microchip clinics. Microchip implantation and rabies vaccinations can only be administered by a licensed veterinarian. Staff within Animal Services would assist with the logistics of each clinic and provide administrative support to the veterinarian.

Benefits

Rabies Vaccination

In Ontario, the law requires all cats and dogs that are 3 months of age or older to be vaccinated. Rabies is a deadly disease in both humans and animals and through active vaccination and eradication programs, the risk of coming into contact with the virus is very low. Up to date vaccinations protect pets from acquiring rabies if they are bitten by a rabid wild animal. Raccoons, foxes, bats and skunks which are active wild animals in the Town, are the most common carriers.

Microchip

On average, 160 stray dogs are brought to the shelter, which equates to just about one dog coming into the care of Animal Services every other day. The Town has been successful in reuniting 78% of lost dogs with their owner; however the objective is to achieve 100%. Part of the initial assessment process of each animal brought in is determining identification and ownership. If the animal does not have an identification tag, the Town has technology to scan each pet to determine if they have a microchip. If they do, the process to reunite them with their owner is relatively simple and quick. Though pet identification tags are highly recommended, they can fall off or be removed, where a microchip lasts for the pet's lifetime and most shelters have the technology to scan for a chip.

Personalized Pet Identification Tags

In 2016, the Town removed dog licensing; however, pet owners are still required to have a form of identification on their pets at all times. The Town has purchased a tag engraver machine to offer personalized pet tags for purchase. This service will be part of the new road kit that has been developed for Animal Services when attending various community events. The proposed cost per tag is \$15.00 which is in line with other similar service providers such as local pet stores.

FINANCIAL IMPLICATIONS

The intent of the proposed clinics are not intended to generate revenue, but rather to provide an affordable option for pet owners with respect to rabies vaccinations and microchip identification this year and in future years. Staff is recommending to charge a fee of \$25.00 (inclusive of HST) per service which will cover the costs of the actual microchip, vaccine and administrative costs. The veterinarian services for these clinics are included as part of the regular retainer that exists within Animal Services and will not incur any additional costs.

The cost to purchase the tag engraver is approximately \$5,000 and is included in the Corporate Services 2018 operating budget. Staff is proposing to sell each tag at a cost of \$15.00 per tag. It is estimated that approximately 200 tags will be sold this year bringing in a total estimated revenue of \$3,000 which was also included in the 2018 operating budget.

Staff recommends amending the Town's Fees and Charges By-law 2017-79 to add the following fees:

Service	Cost	HST	Total Fee
Microchip implantation (clinic)	\$21.75	\$3.25	\$25.00
Rabies Vaccination (clinic)	\$21.75	\$3.25	\$25.00
Personalized Pet Identification Tag	\$13.05	\$1.95	\$15.00

COUNCIL WORK PLAN

Customer Service – To adopt an innovative approach that adapts to the changing needs and expectations of our community while supporting best practices.

ATTACHMENTS

None.

Staff Report 2018-29

Meeting Date: Tuesday, April 3, 2018

Subject: Smart Cities Challenge Submission

Submitted By: Erin Britnell, Senior Analyst, Corporate Initiatives, Strategic Initiatives

RECOMMENDATION

That the project "Connecting Caledon through Smart Spaces" be endorsed as Town of Caledon's submission for the \$10 million dollar prize of Infrastructure Canada's Smart Cities Challenge; and

That the resolution be provided to Member of Parliament David Tilson's office for information.

REPORT HIGHLIGHTS

- Infrastructure Canada has released a grant application program for municipalities of all sizes targeted at developing "Smart Cities".
- Smart Cities for the purpose of this application is defined as the utilization of technology solutions to solve community challenges.
- The four key pillars that the application will be judged on are openness, integration, transferability and collaboration. Community engagement is a central part of this application as well.
- Staff engaged with the community through an online survey and in person forum to select Caledon's challenge and develop a project to submit to the program.
- Caledon's number one challenged identified through this process was increasing connectivity, whether through digital connectivity or in person connectivity. If connectivity was increased, it was felt that Caledon could increase collaboration, spur more grass-roots innovation, and enable further smart technology implementation.
- The solution selected through this process was the creation of Caledon Innovation spaces across the Town. These are areas located in local libraries, community centres, parks or any other central places within a settlement area, where individuals can meet up with other individuals and connect to digital resources and smart technology.
- The application is due on April 24th, must be posted publically on the Town's website, and requires Council endorsement to submit.

DISCUSSION

The Smart Cities Challenge

Infrastructure Canada launched the Smart Cities Challenge in November of 2017. It is a pan-Canadian competition open to municipalities and Indigenous communities of all sizes. It asks communities to develop an innovative solution using data and connective technology to solve a challenge within their community.

There are a series of prizes available:

- One prize of up to \$50 million open to all communities, regardless of population
- Two prizes of up to \$10 million open to all communities with populations under 500,000 people; and,
- One prize of up to \$5 million open to all communities with populations under 30,000 people.

The Town of Caledon is eligible for both the \$50 and \$10 million dollar prizes but has decided to apply for one of the \$10 million dollar prizes based on the scope of our application.

The Challenge winners will be decided by a jury that is selected by Infrastructure Canada. All communities who apply must post their applications online as well as submit them through the Challenge website. The Town of Caledon's application will be available on www.caledon.ca/smartcaledon on or before April 24th.

Applications will be evaluated by the jury based on a few elements:

- Openness: making data and information accessible, usable and barrier-free; transparent decision-making processes, empowering citizens and strengthening the relationship between residents and public organizations
- Integration: empower communities to break down silos that exist
- Transferability: open-source, transparent and standardized tools and approaches that can be utilized by other communities no matter of size and capacity
- Collaboration: brings together traditional and non-traditional partners

Infrastructure Canada made it clear through the application process that it was important that the challenge statement and solutions be driven by the community and that innovation was important (i.e. applications simply for broadband would not be funded).

More information on the Challenge can be found at:

<http://www.infrastructure.gc.ca/plan/cities-villes-eng.html>

Process to Develop Caledon's Application

The Town of Caledon developed a project team of staff from across all departments to guide this application. The project team reviewed previous engagement efforts to identify challenges already identified by residents and developed a community engagement framework for validating these challenges and collecting new ideas from residents and businesses.

The project team directly reached out to over 14,000 community members for their feedback, through various list serves that the Town manages. Between the survey and in-person forum, 182 individuals participated in developing the application. Comparatively this is a high response rate for surveys where no prizes or incentives are offered for completing a survey.

From the survey and in-person feedback, staff put together the project scope for the application. Caledon's community made it clear that connectivity was the number one concern, for a variety of reasons: transit, isolation for seniors, opportunities for entrepreneurs to collaborate, or youth to gather, as well as lack of broadband infrastructure. This formed the basis of the challenge statement for the application.

The proposed solution was to bring connectivity to all settlement areas of Caledon. While it might not be feasible at this time to bring broadband to all households, or transit through all communities, the Town can help to create collaborative spaces within existing infrastructure like community centres, library branches or parks, where public wireless internet is available. This space will allow for entrepreneurs to co-work, youth to do homework, seniors to meet up, and can be modified to suit other uses deemed required by the community. This would be accomplished by outfitting the space for community use with smart technology such as 3D printers, access to open data, data analytic platforms and opportunities to expand digital literacy amongst residents.

If successful at moving to the second phase of the application, part of the engagement would be working with community members to identify what smart technology items they would want in the spaces, and specifically where they would want the location to be within each settlement area.

The Application: "Connecting Caledon through Smart Spaces "

Challenge Statement

Despite the large geographic area, dispersed population centres and lack of widespread broadband internet access across Caledon, all residents and businesses will be connected within the Town allowing entrepreneurship to grow, individuals to connect, and access to a wide variety of digital resources to expand.

Caledon's Goals

- To lessen the distance individuals would have to travel to access broadband and digital resources, potentially reducing vehicle distance travelled and the associated greenhouse gas emissions and lessening social isolation in some communities and age groups.

- To provide access to digital technology to residents within each of the hamlets and villages to encourage digital learning, in particular with our youth to preparing them for careers of the future.
- To provide co-working space for entrepreneurs to increase the number of businesses operating within Caledon, and create Caledon as a destination where people can live, WORK, and play.
- To provide residents of the Town of Caledon who commute into other municipalities the option to work remotely from locations closer to home, reducing our carbon footprint.
- To incorporate digital services within the natural beauty of Caledon, such as equipping outdoor spaces with smart technology, demonstrating that smart technology and natural environments can be complementary uses of space.

Caledon's Smart Spaces

These spaces will adapt to the needs of the local residents and the space they are located in. Elements of these locations could include:

- Demonstrations of smart home and wearable technology to encourage the community to use them within their homes and businesses.
- Co-working space for entrepreneurs to collaborate, test out new ideas and expand the rural economy and space for commuters to work remotely.
- Group study and gathering space for youth with access to technology and data, similar to what is provided at larger library branches.
- Outdoors wireless connectivity to allow individuals to be inspired by Caledon's natural environment while utilizing smart platforms on their electronic devices.
- Accessible by an interconnected and digitally-mapped active transportation network.

Rationale

There are number of benefits from this solution:

- Creates a space for youth to meet up, access smart resources for experimenting with, complete homework, and collaborate.
- Creates a space where seniors can meet up within their own communities to have a coffee, hold meetings, and improve their well-being by reducing isolation. It also provides an opportunity to increase seniors' digital literacy. For example, training sessions in the space could be made available for operating smart wearable technology, and the potential for people to try out smart home technology to see how it could work in their own homes.
- Creates a space where entrepreneurs can work, meet with clients and collaborate with other entrepreneurs where they have access to all the digital technology they might need. This could become an informal incubator for innovative business ideas. The potential for these individuals to rent space within the innovation spaces also provides the opportunity for long term financial sustainability for these spaces. One suggestion was to use the Old Bolton Fire Hall location to create this co-working hub in Bolton.
- Provide a space for individuals to reduce their environmental footprint and increase their standard of living by not having to commute as often (or at all) into other municipalities for work.
- Promote active transportation and encourages a healthy environment.

Staff Report 2018-29

- Bring internet connectivity to rural areas of Caledon that have limited or very expensive private services.
- Establishes the possibility for pop-up spaces for other services like tourism, business services, medical services and Service Caledon in the future.
- Aligns with Council Work Plan priorities, Town strategic plans and the Caledon Public Library Master Plan.

Next Steps

Staff is currently working to put the final touches on the application for submission prior to April 24th, 2018. Council endorsement is required for final submission. The jury will review all submissions and are planning on notifying all finalists by the end of the summer.

If selected as a finalist, the Town would receive \$250,000 to work towards the final submission. The application includes a proposed use of this funding. Staff is proposing that this funding be used to determine the specific locations within each community using facility usage data, transportation/mobility data, and community feedback to determine the ideal spots and then determine the technical requirements to create the spaces.

If selected as a winner, the \$10 million dollars would be then used to build the spaces, expand the connectivity to these locations and outfit them with smart technology. It is proposed that one of the locations in Bolton be the largest space and include a large amount of co-working space for entrepreneurs.

FINANCIAL IMPLICATIONS

There are no immediate financial implications for approving this application. If selected as a finalist, the Town of Caledon will be awarded \$250,000 to develop a final submission. If successful with the final submission, the Town of Caledon would receive one of two \$10 million dollar prizes. The Town is not required to match any of these funds.

Both the final submission and prize stages of the grant encourage partnership development but do not have cost sharing requirements.

COUNCIL WORK PLAN

This application supports the Broadband, Communications and Rural Environment priorities within Council's Work Plan.

ATTACHMENTS

None.

Staff Report 2018-33

Meeting Date: Tuesday, April 3, 2018

Subject: Construction Agreement for Indoor Bocce Facility located at Potts Park

Submitted By: Kevin Hayashi, Corporate Partnerships & Events, Strategic Initiatives

RECOMMENDATION

That the Mayor and Clerk be authorized to enter into the CCDC 5B-2010 Construction Management Agreement with Dig-Con International Ltd., attached as Schedule A to Staff Report 2018-33.

REPORT HIGHLIGHTS

- Construction Management Agreement negotiated by staff with Dig-Con International Ltd. will establish framework to complete project
- Through the 2018 Town budget, Council approved an operating cost increase for this facility

DISCUSSION

Staff have worked with Dig-Con International Ltd., to negotiate the attached CCDC 5B 2010 Construction management agreement.

The building of the DiGregorio Bocce Centre is in-line with the 2014-2018 Council Work Plan which directed staff to develop partnership opportunities. The Partnership Policy that was developed from this directive indicated that Corporate Partnerships should be executed to enhance (not fund) core Town assets. This indoor bocce court is an enhancement to the Town's current recreation offerings, and directly within the goals of the Partnership Policy.

Staff Report 2017-101 noted that the building of the DiGregorio Bocce Centre is an initiative that is supported by the main user group of the current bocce courts at Potts Park, the Bolton Italian Cultural Centre.

The naming of the DiGregorio Bocce Centre will be to reflect the dedication to this project by Sam DiGregorio, President and CEO of Dig-Con International Ltd., who the Town will be entering into an Construction Management agreement with. Dig-Con International Ltd.'s and Mr.DiGregario have strong charitable presence in Caledon and Peel region.

Mr. DiGregorio's commitment to this project includes an estimated \$250,000 project being delivered to the Town at minimal cost (the Town is responsible for the required Building Permits). Mr. DiGregorio is leading the build of the Bocce Centre and has coordinated the representatives from different trades.

The naming rights of the facility will be set to expire in 2028, at which time staff will offer a first right of refusal to Dig-Con International Ltd., with a 2028 open market valuation determining the value of a renewal. The focus of the renewal should consider the opportunity for substantial capital improvements to the facility.

FINANCIAL IMPLICATIONS

Council approved a 2018 budget increase of \$50,338 for the annual operating costs net of user fees of the new indoor Bocce Court. The building permit fee of \$9,058 associated with the indoor bocce facility will be funded from the 2018 operating budget for the indoor Bocce Court.

COUNCIL WORK PLAN

Recreation – to establish and implement a collective community vision for the allocation of parks, facilities and recreation in the Town.

Recreation – develop partnership opportunities

ATTACHMENTS

Schedule A – CCDC 5B 2010 Construction Management Agreement with Dig-Con International Ltd.

CCDC 5B

Construction Management Contract – for Services and Construction

2 0 1 0

Construction Management Services for RJA Potts Memorial Park

Apply a CCDC 5B 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 5B – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
– FOR SERVICES AND CONSTRUCTION**

This agreement made on the _____ day of _____ in the year 2018
by and between

THE CORPORATION OF THE TOWN OF CALEDON

hereinafter called the “*Owner*”
and

DIG-CON INTERNATIONAL LIMITED

hereinafter called the “*Construction Manager*”

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES AND THE WORK

The *Construction Manager* shall

- 1.1 perform the *Services* and the *Work* for

Construction Management Services for the indoor bocce court facility

located at

*insert above the title of the
Project*

RJA Potts Memorial Park, 125 Pembroke Street, Bolton, Ontario L7E 2J7

insert above the Place of the Work

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the

N/A

insert above the name of the Consultant

is acting as and is hereinafter called the “*Consultant*”, and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Services* and the *Work* by the _____ day of _____ in the year 2018 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The *Construction Manager*’s obligation to provide *Services* shall end no later than one year after the date of *Substantial Performance of the Work*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.
- 2.2 This *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 DESCRIPTION OF THE PROJECT

- 3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*), and any other information which further generally describes the nature of the *Project* and the *Work*:

See Schedule "C" attached hereto.

ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – Maximum Guaranteed Price Option
- the Definitions
- the General Conditions
- the *Construction Documents*

*

- Supplementary Conditions to the Construction Management Contract
- Schedule “C” to the Agreement referenced in Article A-3 and attached hereto

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* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

- 5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.
- 5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:
- .1 ☐ A fixed amount of \$2.00; and
 - .2 ☐ A percentage amount of _____ percent (%) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
 - .3 ☒ An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

* Strike out inapplicable paragraph(s). Reset

- 5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:
- .1 ☒ A percentage fee of _____ percent (_____ %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
 - .2 ☒ A fixed fee of _____, earned as follows:

☒ Delete inapplicable paragraph. Reset

- 5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.
- 5.5 All amounts are in Canadian funds.

ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

- 6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedule A2 to the Agreement plus the administrative charge of _____ percent (_____ %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.
- 6.2 The *Owner* may by written request require the *Construction Manager* to:
- .1 provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and
 - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.

ARTICLE A-7 COST OF THE WORK

- 7.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, 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 *Construction Manager*, for personnel
 - (1) stationed at the *Place of the Work*, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
 - .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
 - .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 *Construction Manager*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 the *Construction Manager's* field office;
 - .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
 - .9 the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers* and the unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier's* default, insolvency or abandonment; termination of any *Subcontractor's* or *Supplier's* right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor's* or *Supplier's* contract due to default by the *Subcontractor* or *Supplier*;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .13 premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
 - .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris;
 - .17 the cost of safety measures and requirements;
 - .18 legal costs, incurred by the *Construction Manager* in relation to the performance of the *Work* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Work* is performed in accordance with this *Contract*;
 - .19 the cost of financing the *Work* in accordance with the method determined by the parties and identified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT;

- .20 the cost of auditing when requested by the *Owner*;
- .21 the cost of project-specific information technology and usage in accordance with the method determined by the parties in writing;
- .22 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
- .23 other costs incurred in the performance of the *Work* as listed below:

- 7.2 The *Cost of the Work* excludes *Value Added Taxes* and shall be at rates prevailing in the locality of the *Place of the Work*, except with the prior consent of the *Owner*.
- 7.3 Any costs incurred by the *Construction Manager* due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* attention to the *Work* shall be borne by the *Construction Manager*.
- 7.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, or where the *Owner* pays the costs of financing the *Work*, in which case the cash discounts shall accrue to the *Owner*.
- 7.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner*, and the *Construction Manager* shall make provisions so that they can be secured.
- 7.6 The *Owner* may by written request require the *Construction Manager* to:
 - .1 provide prior to commencement of the *Work* an estimate of the total *Cost of the Work* for evaluation and verification purposes; and
 - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Cost of the Work*.

ARTICLE A-8 OPTIONS

- 8.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraph 8.2, 8.3 or 8.4 at the time of signing of this *Contract* or any time during the term of the *Contract*. Any agreement to exercise any of the following options after the signing of this *Contract* shall be recorded by a *Change Order*.

8.2 GUARANTEED MAXIMUM PRICE (GMP) OPTION

The sum of the *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed _____ /100 dollars (\$ _____),

subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE. Any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

8.3 GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION

The *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed Twenty Five Million Dollars _____ /100 dollars (\$ _____),

subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

At the conclusion of the *Project*,

- .1 any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.
- .2 if the sum of the *Price of the Services* and the *Price of the Work* is less than this *Guaranteed Maximum Price*, the difference will be disbursed as follows:
 - (1) retained by the *Owner*: _____ %
 - (2) paid to the *Construction Manager*: _____ %

8.4 STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to change this *Contract* to a stipulated price contract, in accordance with the amendments as provided in the Appendix – STIPULATED PRICE OPTION.

ARTICLE A-9 PAYMENT

- 9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:
 - .1 payments on account of the *Construction Manager's Fee* for the *Services* earned as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such *Value Added Taxes* as may be applicable to such payments, and
 - .2 payments on account of the reimbursable expenses for the *Services* earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such *Value Added Taxes* as may be applicable to such payments,
 - .3 payments on account of the *Price of the Work* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
 - .4 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - .5 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services*, the reimbursable expenses for the *Services*, and the *Price of the Work* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 9.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Construction Manager* in accordance with the provisions of GC 11.1 – INSURANCE.
- 9.3 Interest
 - .1 Should either party fail to make payments as they become due under the terms of this *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 9.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 10.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 10.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 10.3 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 5 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.
- 10.4 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 thereof.
- 10.5 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

THE CORPORATION OF THE TOWN OF CALEDON

*name of Owner**

6311 Old Church Road, Caledon, ON L7C 1J6

address

facsimile number

email address

Construction Manager

DIG-CON INTERNATIONAL LIMITED

*name of Construction Manager**

4 Holland Drive, Unit 8 & 9, Caledon, ON L7E 1G1

address

(905) 951-1617

facsimile number

EA@dig-con.com

email address

Consultant

N/A

*name of Consultant**

address

facsimile number

email address

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

ARTICLE A-11 LANGUAGE OF THE CONTRACT

- 11.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.

#Complete this statement by striking out inapplicable term.

- 11.2 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-12 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

THE CORPORATION OF THE TOWN OF
CALEDON

name of Owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONSTRUCTION MANAGER

DIG-CON INTERNATIONAL LIMITED

name of Construction Manager

signature

signature

name of person signing

Sam DiGregorio, President

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Construction Manager 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.

CCDC 5B – 2010

Note: This contract is protected by copyright. Use of a CCDC 5B document not containing a CCDC 5B copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 5B copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 5B – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.)	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
1.1 General Services .1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> . .2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.		F1 F1	
1.2 Predesign .1 Estimating: (1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> . (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.	<input checked="" type="checkbox"/>	F1	<input type="checkbox"/>
1.3 Schematic Design Phase .1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies. .2 Estimating: (1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .3 Scheduling: Prepare, in consultation with the <i>Consultant</i> and the <i>Owner</i> , a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of <i>Substantial Performance of the Work</i> . .4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Work</i> .		F1 F1 F1 F1	
1.4 Design Development Phase .1 Constructability: (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages and <i>Work</i> to be performed by the <i>Construction Manager's</i> own forces to help facilitate the subsequent bidding and awarding of <i>Subcontractor</i> and <i>Supplier</i> contracts. (3) Review the <i>Specifications</i> and <i>Drawings</i> and, at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Subcontractors</i> . .2 Estimating and Cost Control: (1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action. (3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i> .		F1 F1	

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION		Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)				
2.1 General Service			F1	
.1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> .				
2.2 Cost Control and Accounting			F1	
.1 Prepare and update the <i>Construction Cost</i> and cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> .			F1	
.2 Develop, implement and maintain a system of <i>Project</i> cost control and accounting.			F1	
.3 Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i> .			F1	
.4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.			F1	
.5 Provide recommendations to the <i>Owner</i> for necessary changes to maintain the <i>Project</i> budget and <i>Project</i> schedule.			F1	
3. POST-CONSTRUCTION				
3.1 General Service			F1	
.1 Prepare final <i>Construction Cost</i> report.				
3.2 Occupancy Review			F1	
.1 Assist the <i>Owner</i> in conducting post-construction occupancy review.				

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

All expense items relating to *Services* are included in the *Construction Manager's Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 CONSTRUCTION MANAGER'S FEE.

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SCHEDULE B – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

[illegible]

SCHEDULE C - DESCRIPTION OF THE PROJECT AND COMMON UNDERSTANDING OF THE PARTIES

1. The Corporation of the Town of Caledon ("Owner") owns, manages, and operates (4) four outdoor bocce courts on lands comprising the RJA Potts Memorial Park, municipally known as 125 Pembroke Street Bolton, Ontario L7E 2J7 and legally described as Plan M1306 Block 186 ("Owner's Lands").
2. As of the date of this Agreement the main user group of the bocce courts located on the Owner's Lands is the Bolton Italian Cultural Centre ("Cultural Centre").
3. Dig-Con International Limited ("Construction Manager") wishes to benefit the Cultural Centre by upgrading two (2) of the four (4) existing bocce courts. Specifically, the Construction Manager has committed to construct an indoor facility, measuring approximately five thousand (5,000) square feet, which will enclose two (2) of the existing bocce courts and will contain washrooms, a kitchenette, as well as heating and cooling systems ("Bocce Facility"). The Bocce Facility will consist of a prefabricated metal structure with a standing seam roof, metal cladding and stone or pre-cast base.
4. The Construction Manager shall be responsible for payment of all expenses, costs and charges related to the construction of the Bocce Facility, including without limitation all expenses, costs and charges associated with gas and electrical utility connections, as well as all water and sewer connection fees collected by the Regional Municipality of Peel.
5. Upon completion of the project the ownership of the building comprising the Bocce Facility will vest in the Owner and the Owner will operate, manage, maintain, supervise, control and staff the Bocce Facility in accordance with its standard operating procedures and business processes.
6. The Owner agrees to make the Bocce Facility available for rent by the Cultural Centre as the main user group, and the Cultural Centre will have the option to book the facility for its purposes by entering into a standard facility rental contract with the Owner.
7. In consideration of the completion of the project by the Construction Manager the Owner wishes to (i) waive the building permit fees associated with the construction of the Bocce Facility and (ii) grant the Construction Manager the exclusive license to name the Bocce Facility ("Naming Rights") in accordance with the resolution of the Owner's Council No. 2017-100.
8. The term of the Naming Rights will commence on the date when the Total Performance of the Work, as defined in this Agreement, is achieved ("Effective Date") and continue for a period of ten (10) years ("Expiration Date"), provided the Construction Manager is not in default of this Agreement.
9. Upon the Expiration Date, the Construction Manager will have the right of first refusal to enter into discussions with the Owner to extend the term of the Naming Rights. The fair market value of the Naming Rights at that time and any other terms of the extension are to be agreed upon by both parties acting reasonably.
10. In the event the parties (i) cannot agree upon the fair market value of the Naming Rights or any other terms pertaining to their extension within ninety (90) days of the Expiration Date or (ii) fail to enter into negotiations within ninety (90) days of the Expiration Date, the Construction Manager will be deemed to have conclusively declined to exercise its right of first refusal with respect to the Naming Rights, and the Owner will be free to immediately enter into negotiations with third parties regarding the purchase of the Naming Rights.

11. In connection to the Naming Rights granted to the Construction Manager hereunder, the Construction Manager will be entitled to have certain signage and/or logos and/or any stylized combination thereof ("Signage") placed on the exterior and/or interior of the Bocce Facility, including, without limitation, the entrances. The appearance and location of all Signage is subject to the Owner's approval, which approval is not to be unreasonably withheld.
12. The Parties understand and agree that the Agreement for the construction of the Bocce Facility does not contemplate any benefit or consideration other than specifically identified in this Agreement.

DEFINITIONS

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

Change Order

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

- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;
- the method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- the options described in Article A-8 of the Agreement – OPTIONS.

Construction Cost

Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

Construction Cost Estimate

Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents

The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

Construction Equipment

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

Construction Manager

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

Construction Manager's Fee

The *Construction Manager's Fee* is the *Construction Manager's* fee for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practice in the province or territory of the *Place of the Work*.

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-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

Cost of the Work

The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes*.

Drawings

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

Guaranteed Maximum Price

The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

Notice in Writing

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

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

Place of the Work

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

Price of the Services

The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

Price of the Work

The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work*.

Product

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

Project

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

Services

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

Shop Drawings

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

Specifications

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

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* 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 *Consultant*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Price of the Work* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

Temporary Work

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

Value Added Taxes

Value Added Taxes means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

Work

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *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*.

GENERAL CONDITIONS**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* 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:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
 - .2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee or other person performing any of the *Work*.
- 1.1.3 The components of 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 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.
- 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 *Construction Manager* (including the Schedules to the Agreement),
 - the Definitions,
 - Supplementary Conditions, if any
 - the General Conditions,
 - the *Construction Documents*
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.7 The *Owner* shall provide the *Construction Manager*, without charge, sufficient copies of the *Construction Documents* to perform the *Work*.
- 1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to this *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.9 Models furnished by the *Construction Manager* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Construction Manager* shall constitute a waiver of any right or duty afforded either of the parties to this *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

GC 1.5 PERFORMANCE OF THE SERVICES

- 1.5.1 Architectural or engineering aspects of the *Project* shall not be the responsibility of the *Construction Manager*. In providing *Services*, the *Construction Manager* assumes no responsibility for the performance of the *Consultant* nor offers any professional design advice.
- 1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

GC 1.6 PROJECT REPRESENTATIVES

- 1.6.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 OWNER'S RESPONSIBILITIES

- 2.1.1 The *Owner* shall:
- .1 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services* and the *Work*;
 - .2 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services* and the *Work*;
 - .3 furnish promptly to the *Construction Manager* all information that is available or requested by the *Construction Manager* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information;
 - .4 designate in writing a representative who shall be fully acquainted with the *Work*; and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*;
 - .5 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;
 - .6 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;
 - .7 inform the *Consultant* of the scope and terms of the *Services* and the *Work*;
 - .8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Project* or any non-conformity with the requirements of the *Contract*; and
 - .9 coordinate and facilitate the *Services* of the *Construction Manager* and the *Consultant's* services.

GC 2.2 AUTHORITY OF THE CONSULTANT

- 2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- 2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* may be modified or extended only with the written consent of the *Construction Manager* following consultation with the *Consultant*.
- 2.2.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 CONSULTANT'S RESPONSIBILITIES

- 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.
- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Price of the Work* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in *Price of the Work*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE.
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.4 REVIEW AND INSPECTION OF THE WORK

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* 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 *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

GC 2.5 DEFECTIVE WORK

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

- 3.4.1 The *Construction Manager* shall review the *Drawings, Specifications* and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Drawings, Specifications* and material and finish schedules, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.
- 3.4.2 The review of *Drawings, Specifications* and material and finish schedules under paragraph 3.4.1 shall be to the best of the *Construction Manager's* knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

- 3.6.1 The *Construction Manager* 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 *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.
- 3.6.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors, Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.
- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

- 3.13.1 The *Construction Manager* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Construction Manager* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Construction Manager* shall remove any remaining products, tools, *Construction Equipment*, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCE**GC 4.1 CASH ALLOWANCES**

- 4.1.1 Cash allowances may be stated in this *Contract* if the *Guaranteed Maximum Price* is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS.
- 4.1.2 The *Price of the Work* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance specified in this *Contract*, the *Construction Manager’s Fee* for the *Work* and the *Guaranteed Maximum Price* shall be adjusted by *Change Order* to compensate the *Construction Manager* for any excess incurred and substantiated. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager’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 *Construction Manager’s* overhead and profit in connection with such cash allowances is eligible to be included in progress payments on account of the *Construction Manager’s Fee* for the *Work*.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments on account of the *Cost of the Work*.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Construction Manager* 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 *Construction Manager 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 ACCOUNTING AND AUDIT

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.
- 5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work*, and for this purpose the *Construction Manager* shall preserve all such records.

GC 5.3 PROGRESS PAYMENT FOR THE SERVICES

- 5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the *Services* submitted by the *Construction Manager*.
- 5.3.2 The application for payment for the reimbursable expenses for the *Services* shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the *Owner* in accordance with the *Contract Documents*.

GC 5.4 PROGRESS PAYMENT FOR THE WORK

- 5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.
- 5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.4.3 The amount applied for shall be the cost of the *Work* performed and *Products* delivered to the *Place of the Work* or other locations designated by the *Owner* in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.
- 5.4.4 The application for payment for the *Work* shall include items of cost as defined in Article A-7 of the Agreement – COST OF THE WORK and other support documents required by the *Owner* as in accordance with the *Contract Documents*.
- 5.4.5 When submitting the second and succeeding applications for payment, the *Construction Manager* shall furnish receipted vouchers or other satisfactory evidence of payment for all items included in the preceding applications. If the *Owner* has reasonable grounds for believing that any amount included in preceding applications has not been paid the *Owner* may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is given by the *Construction Manager*.
- 5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

- 5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:
- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
 - .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.6.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.6.3 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 *Construction Manager*.
- 5.6.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.6.5 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 *Construction Manager* which are enforceable against the *Owner*.

GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

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

GC 5.8 FINAL PAYMENT FOR THE WORK

- 5.8.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment.
- 5.8.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment, review the *Work* to verify the validity of the application and advise the *Construction Manager* in writing that the application is valid or give reasons why it is not valid.
- 5.8.3 When the *Consultant* finds the *Construction Manager's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.8.4 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 *Construction Manager* as provided in Article A-9 of the Agreement – PAYMENT.

GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK

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

GC 5.10 NON-CONFORMING WORK

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

PART 6 CHANGES

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

- 6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.
- 6.1.3 The *Owner* and the *Construction Manager*, without invalidating the *Contract*, may agree to make changes to the *Services*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Construction Manager's Fee*, a method of adjustment or an amount of adjustment for the *Guaranteed Maximum Price*, and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 When the *Owner* and *Construction Manager* agree to exercise the stipulated price option at any time during the term of the *Contract*, such agreement shall be recorded in a *Change Order*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 If no method of adjustment is agreed:
 - .1 the adjustment in the *Construction Manager's Fee* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*; and
 - .2 the *Guaranteed Maximum Price* shall be adjusted by the changes in the *Cost of Work* and in the *Construction Manager's Fee* for the *Work* resulting from a *Change Directive*.
- 6.3.6 Pending determination of the adjustment to the *Construction Manager's Fee* required as a result of a *Change Directive*, the *Cost of the Work* incurred and the undisputed amount of the *Construction Manager's Fee* as the result of a *Change Directive* is eligible to be included in progress payments, notwithstanding the limit imposed by the *Guaranteed Maximum Price*.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and 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 *Construction Manager* discover conditions at the *Place of the Work* which are:
 - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- 1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
 - 2 fire, unusual delay by common carriers or unavoidable casualties,
 - 3 abnormally adverse weather conditions, or
 - 4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and, if the claim relates to the *Price of the Work* or the *Guaranteed Maximum Price*, with a copy to the *Consultant*.

- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the 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 such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the claim is not acceptable to the other party, it shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work* by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* 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 *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
- .1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 pay the *Construction Manager* upon the *Consultant's* certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the costs properly incurred by the *Construction Manager* to that time plus the proportionate amount of the fee as provided in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE, and
 - .3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use in the *Work*, and
 - .4 assume and become liable for all obligations, commitments and unliquidated claims as certified by the *Consultant* that the *Construction Manager* may have heretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default.

- 7.1.6 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Construction Manager* shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the *Construction Manager's* contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Construction Manager* the rights and benefits of the *Construction Manager* under the obligations or commitments to be assumed by the *Owner*.
- 7.1.7 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.
- 7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.4 – PROGRESS PAYMENT FOR THE WORK, or
 - .3 the *Owner* fails to pay the *Construction Manager*, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Construction Manager* that sufficient cause exists.
- 7.2.4 The *Construction Manager's Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Construction Manager* terminates the *Contract* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – CONSULTANT'S RESPONSIBILITIES, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – CONSULTANT'S RESPONSIBILITIES and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the *Project Mediator* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the *Project Mediator* was requested under paragraph 8.2.4 or within such further period agreed by the parties, the *Project Mediator* shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Construction Manager* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing* given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) Substantial Performance of the *Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Construction Manager* has abandoned the *Work*,
 whichever is earlier, and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation, 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 *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Construction Manager* 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 *Construction Manager* 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 *Construction Manager* commencing the *Work*.

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Construction Manager* shall be responsible 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 *Construction Manager* or *Owner* observes or reasonably suspects the presence of mold 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;
 - .2 the *Construction Manager* 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 mold; and
 - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mold or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
- 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mold was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mold, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mold was not caused by the *Construction Manager'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 mold;
 - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to 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;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOLD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*. The amount incurred shall be included in the *Cost of the Work* as in accordance with paragraph 7.1.14 of the Agreement A-7 – COST OF THE WORK.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, 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 *Construction Manager* 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.

GC 10.3 PATENT FEES

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The amount incurred shall be included in the *Cost of the Work* in accordance with paragraph 7.1.12 of the Agreement A-7 – COST OF THE WORK. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager'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*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Construction Manager's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Construction Manager's* application for final payment, the *Construction Manager* 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 *Construction Manager* shall provide such evidence of compliance by the *Construction Manager* and *Subcontractors*.

PART 11 INSURANCE — CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Services* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Services* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft is used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Construction Manager* 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 *Construction Manager* 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 *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;
 - (2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this *Contract*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract* as in accordance with paragraph 7.1.13 of the Agreement A-7 – COST OF THE WORK.
- 11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
 - .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
 - .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Price of the Work* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
 - .1 as described in GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
 - .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
 - .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* 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 *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
 - .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Construction Manager* 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 *Construction Manager* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
 - .4 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* 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 the Civil Code of Quebec, if the *Place of the Work* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 The *Construction Manager* shall enforce the warranty obligations of the *Subcontractors* and *Suppliers* which shall include the following provisions:
- .1 the *Subcontractor* or the *Supplier* shall correct promptly at its expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the *Contract Documents*; and
 - .2 the *Subcontractor* or the *Supplier* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'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.

Staff Report 2018-36

Meeting Date: Tuesday, April 3, 2018

Subject: Single Source Award for Payment Processing Services

Submitted By: Hillary Bryers, Manager, Revenue/Deputy Treasurer, Finance and Infrastructure Services

RECOMMENDATION

That a Single Source purchase be awarded to Moneris Solutions Corporation for the provision of payment processing services; and

That the Mayor and Clerk be authorized to execute any required agreements with Moneris Solutions Corporation for the Town's debit and credit card payment processing.

REPORT HIGHLIGHTS

- The Town currently accepts debit and credit cards for the payment of services, property taxes (debit only), permits, fines and other revenue sources.
- The Town currently has limited and various channels to accept payments online, which have proven to limit the ability of the Town to offer online services.
- As part of the Recreation system replacement and the Town's customer service strategy, the Town has extensively reviewed its current providers of payment processing services.
- Moneris Solutions Corporation ("Moneris") is used by many other municipalities and would allow for implementation synergies of online payment services for both Recreation and other municipal systems as well as being of a sound financial value to the Town.
- It is recommended that the Town enter an agreement with Moneris. This would allow the Town to realize cost savings in monthly fees charged, implement the PerfectMind (Recreation) software without delay and interruption to online users as well as to expanding the online services the Town is able to offer residents.

DISCUSSION

The provision of payment processing services is an important requirement for the ongoing stable financial operation and customer service offerings at the Town of Caledon. Transactions, both in person and on-line, typically have a fee associated with them. In order to pay through debit or credit card, a payment processing gateway or terminal is required. As part of the PerfectMind implementation plan and in order to support the Council Work Plan, staff have been looking at offering additional online services to residents and businesses to enhance customer service at the Town. Staff have reviewed available payment processing providers both in terms of cost/fees to the

Town and the ability to easily integrate with PerfectMind, the Town's new Recreation software, and other online services the Town will be implementing.

Following this review, it is recommended that a single source purchase be awarded to Moneris Solutions Corporation for non-exclusive debit and credit card payment processing products and services for the next five year period commencing on or about August 1, 2018. This will align with the implementation of both the replacement of existing Recreation software and other online service offerings the Town is working towards implementing.

Moneris Solutions Corporation (Moneris) was established in December 2000 as a joint investment between the Royal Bank of Canada and the Bank of Montreal. Moneris provides secure transactions, 24*7 customer support and integrated e-commerce services. It can be easily integrated with the PerfectMind recreation solution and other products the Town is currently investigating. In addition, Moneris has offered the Town preferred pricing for its terminal rentals and monthly account fees that will result in an estimated cost savings of approximately \$10,000 per year based on our current terminals rentals and accounts. In addition, there will be some savings on the transaction fees charged on a per transaction basis for debit and credit card payments as well as additional savings in terms of a lower, overall average rate being offered than the Town's current main payment processing service. The transaction fee savings will fluctuate depending on the number of transactions processed.

Payment processing plays an important role in the services the Town provides and the revenue it generates. Currently, the Town has multiple merchant accounts and various arrangements with different software providers (such as ActiveNet for the current CLASS (Recreation) system) that it uses to process payments. This complicates the reconciliation process that matches transactions from the payment processor against the bank, numerous back end systems and the Town's financial system. Moving all of these payment processing services to one provider will allow for not only for the Town to grow an expanded customer service offering but for streamlined financial and reconciliation processes.

PerfectMind is set to be fully implemented in the first quarter of 2019. At that time, the online payment processing for Recreation will change from the current ActiveNet provider to the integrated solution with Moneris. It is recommended that an agreement with Moneris be implemented this year (2018) in order to meet PerfectMind implementation timeline. PerfectMind is not currently integrated with the Town's current payment processing provider and delaying the implementation of the Moneris solution would directly impact the implementation schedule of PerfectMind causing delays of up to a year and greatly affecting the public's ability to access Town Recreations services and programs. Moneris has been fully tested with PerfectMind and will integrate with the software to provide a seamless customer service experience for the resident.

The recommended award to Moneris is considered a single source award which is provided for in the Town's Purchasing By-law. In accordance with the Purchasing By-law 2013-107, Council must approve all single source acquisitions over \$50,000 in value.

FINANCIAL IMPLICATIONS

Credit card processing fees are currently included in the Town's budget and are funded from Corporate Accounts – Bank Charges (01-10-295-42180-365-62244) with Recreation online payment processing fees being charged to E-Registration Expense (01-08-445-40010-365-62020). The Town will incur one-time cancellation fees with the current service providers of approximately \$8,000 to \$11,000 which will be partially offset the budget savings projected outlined above and may result in higher than budgeted expenses in 2018. However, this solution is expected to be less costly in the future, including additional cost savings to be realized with the full implementation of the PerfectMind recreation software in 2019. It also offers additional benefits outlined above. Cost savings will be reviewed and included in the 2019 and 2020 budget process based on projected transaction volumes.

COUNCIL WORK PLAN

Customer Service - To adopt an innovative approach that adapts to the changing needs and expectations of our community while supporting best practices

ATTACHMENTS

None.

Staff Report 2018-32

Meeting Date: Tuesday, April 3, 2018

Subject: Energy Revolving Fund 2018 Projects

Submitted By: Cristina Guido, Energy & Environment Specialist, Finance and Infrastructure Services

RECOMMENDATION

That a new 2018 capital project be established in the amount of \$85,199 for LED lighting retrofit projects at four Town-owned facilities funded from the Corporate Energy Reserve;

That the utility cost savings resulting from the energy retrofits be allocated from the applicable operating budget line to first repay the Corporate Energy Reserve and then be used to reduce the operating budget (75% of the savings) and become a sustaining funding source for the Corporate Energy Reserve (25% of the savings) as outlined in Table 2 of Staff Report 2018-32; and

That the energy incentive received through the Enbridge Gas 'RunItRight' program be used to offset the costs of implementing energy saving measures at Town Facilities.

REPORT HIGHLIGHTS

- In 2015 Council approved the establishment of a Corporate Energy Revolving Fund to support energy retrofit projects throughout the Town.
- The purpose of the energy revolving fund is to pay for energy retrofit projects and initiatives at Town facilities, and is repaid with the energy savings realized on applicable utility operating budgets.
- The Corporate Energy Team is recommending the release of \$85,199 from the Corporate Energy Revolving Fund to support LED retrofits at four Town-owned facilities.
- Staff recommend that the incentive dollars from the Enbridge Gas 'RunItRight' program be used to directly offset the cost of replacing thermostats at various Town facilities to smart, programmable thermostats and other energy conservation measures.

DISCUSSION

The Town's Corporate Energy Management Plan (CEM Plan), approved by Council in 2014, was established to meet the requirements of the *Green Energy Act, 2009*, and Ontario Regulation 397/11. To achieve the objectives of the CEM Plan, a Corporate

Energy Revolving (CER) Fund was established through Council Resolution 2015-310 to implement energy retrofit projects. The CER Fund is supported by three ground-mounted solar micro-FIT projects that generate approximately \$25,000 annually; energy incentives received by the Town; and, twenty-five percent of energy retrofit savings from previous CER funded projects. The CER Fund is managed through the Corporate Energy Team and the Energy and Environment Division.

In February of 2018, the Corporate Energy Team, comprised of staff from various departments, submitted business cases for energy efficiency projects. These business cases had to satisfy the following criteria:

- ✓ Projects must save energy and money;
- ✓ Projects must be completed in the same calendar year of awarded funds;
- ✓ Projects must have a simple payback of 10 years or less; and,
- ✓ Projects must support the Town's CEM Plan.

The current, unaudited balance of the CER Fund is \$202,167.58, with \$102,167.58 available for 2018 projects, ensuring that the CER Fund does not fall below the minimum balance of \$100,000.

2018 Energy Revolving Fund Projects

Staff recommend that the proposed LED lighting retrofit projects described below be funded by the CER Fund in 2018. LED fixtures have several benefits including: energy savings, reduced maintenance costs due to the longer lifespan of the product, improved lighting quality, and enhanced occupant comfort and safety.

(1) Work Yard 2: LED Retrofit

This project proposes to retrofit the existing seventy-nine (79) T8 light fixtures in the truck and equipment repair garage, sign shop and receiving/parts garage areas of Work Yard 2 with LED fixtures. This project will result in the reduction of T8 bulbs, and lower wattage fixtures contributing to an estimated 38,521kWh electricity savings or \$5,392.95 annually outlined in Table 1 below.

(2) Mayfield Recreation Complex: Ice Arena Changeroom Area LED Retrofit

The ice arena dressing rooms, hallways, electrical and storage rooms at the Mayfield Recreation Complex contain a combination of fifty-eight (58) T8 and T12 double lamp fixtures. This project proposes to improve lighting by retrofitting the existing lighting to LEDs equipped with occupancy sensors to ensure that the lights are on only when the area is occupied. This project will result in an estimated annual electricity savings of 13,675kWh or \$1,914.52 outlined in Table 1 below.

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(3) Cheltenham Fire Station #304: LED Retrofit

This project proposes to retrofit the existing fluorescent lights to LEDs at Cheltenham Fire Station #304 and to re-position the retrofit fixtures in the apparatus bay, improving lighting quality. The proposed project will result in an estimated annual savings of 13,975kWh or \$1,956.46, outlined in Table 1 below.

(4) Town Hall: Kitchen and North Stairwell LED Retrofit

This project proposes to replace the existing fluorescent light fixtures in the kitchen and north stairwell in Town Hall with LEDs. Occupancy sensors will be added to the LED fixtures in the stairwells to operate the lights at a lower wattage when unoccupied, resulting in additional energy savings. This project will result in an estimated annual savings of 5,157kWh or \$721.94, outlined in Table 1 below.

Table 1: 2018 Recommended Energy Revolving Fund Projects and CER Fund Repayment						
Site	Project	Recommended 2018 Fund Disbursement with non-recoverable HST	Energy Savings (kWh)	Annual Energy Cost Savings & CER Fund Repayments	Simple Payback (years)	Estimated Incentive
Work Yard 2	LED Retrofit	\$41,476.77	38,521	\$5,392.95	7.69	\$3,280
Mayfield Recreation Complex	Arena Changeroom Area LED Retrofit	\$18,833.23	13,675	\$1,914.52	9.84	\$406
Cheltenham Fire Station #304	LED Retrofit	\$18,614.96	13,975	\$1,956.46	9.51	\$955
Town Hall	Kitchen and North Stairwell LED Retrofit	\$6,273.91	5,157	\$721.94	8.69	\$241
Total:		\$85,198.87*	71,328	\$9,985.87	8.53	\$4,882

*rounded to \$85,199 for the purpose of drawing from the CER reserve and establishing a new 2018 capital project.

Enbridge Gas RunItRight Program

Staff are participating in the Enbridge Gas 'RunItRight' program, which involves a third party conducting a walk through energy audit of Town Facilities to identify natural gas saving opportunities. Staff would like to move forward to implement smart thermostat controls, and other potential energy conserving projects as recommended by the Program. Once the installation is complete, Enbridge Gas will cover the costs associated with the project. The Corporate Energy Revolving Fund was established with a provision that "all energy incentives are diverted back to the fund" since incentives were generally

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related to the investments from the CER fund. However, since the CER fund will not be supporting the thermostat project and the replacement of thermostats will be 100% reimbursed through the program, staff recommend that an exception be made for the Enbridge Gas RunItRight program. This will allow for the incentive dollars from this program to be used directly to offset the cost of the project.

FINANCIAL IMPLICATIONS

Staff recommend that a new 2018 capital project, in the amount of \$85,199 (e.g. \$85,198.87 rounded) be set-up for the LED lighting retrofit projects at Work Yard 2, Mayfield Recreation Complex, Cheltenham Fire Station #304 and Town Hall funded by the Corporate Energy Reserve account 08-900-35012-000-25000.

Subject to Council approval of this report, it is anticipated that all CER Fund projects will be completed in 2018. The projected annual energy savings will be reduced from the utility budget line for each respective facility and will be shown as a contribution to the Corporate Energy Reserve in 2018 as outlined in Table 3 below.

Table 2: Energy Reserve Repayment Terms				
Site	GL Accounts of Projected Utility Savings	Recommended 2018 Fund Disbursement	Annual Energy Cost Savings & CER Fund Repayments[∞]	Fund Repayment Terms (Simple Payback)
Work Yard 2	01-09-495-49150-512-62216	\$41,476.77	\$5,392.95	7.69
Mayfield Recreation Complex	01-08-455-40010-460-62216 01-08-455-75200-460-62216	\$18,833.23	\$1,914.52	9.84
Cheltenham Fire Station	01-08-465-77700-325-62216	\$18,614.96	\$1,956.46	9.51
Town Hall	01-09-155-43050-365-62216	\$6,273.91	\$721.94	8.69
Total:		\$85,198.87	\$9,985.87	8.53

[∞]After the capital cost of the projects are repaid in full to the reserve, 75% of the projected utility savings will be used to reduce the Town's future operating budget as budget efficiency. The remaining 25% will continue as a contribution to the Corporate Energy Reserve to grow the fund to ensure sustainability.

Any energy incentives received by the Town for energy retrofits will be allocated to the Corporate Energy Reserve. The estimated energy incentives as outlined in Table 1 are \$4,882.

COUNCIL WORK PLAN

Infrastructure – To increase overall condition of Town's assets for public use

ATTACHMENTS

None.

Staff Report 2018-24

Meeting Date: Tuesday, April 3, 2018

Subject: 2017 Lease Financing Agreement Summary

Submitted By: Heather Haire, Treasurer, Finance and Infrastructure Services

RECOMMENDATION

That the lease financing arrangements as outlined in Staff Report 2018-24 will not result in a material impact for the municipality.

REPORT HIGHLIGHTS

- The annual cost of lease financing agreements at the Town of Caledon is \$93,061
- The leases consist of 1 property lease and a lease for photocopier equipment
- The expiry dates for current agreements range from 2018 to 2021 and the remaining balance of the payments in future years, 2018 to 2021 is \$186,767
- The remaining balance of lease payments in future years as a percentage of the Town's combined long-term debt including leases is 0.95%

DISCUSSION

The purpose of this report is to comply with the Treasurer's reporting requirements as set out by *Municipal Act, 2001 – Ontario Regulation 653/05*, the regulations on debt related financial instruments and financial agreements.

Lease financing agreements represent long-term commitments of the municipality beyond the Term of Council. It is a requirement pursuant to Section 11 of the *Ontario Regulation 653/05*, at least once a year, the Treasurer report to Council to ensure all lease financing agreements have been made in accordance with the Town's approved policy.

Further, Section 10 of the *Ontario Regulation 653/05* requires municipalities to undergo a detailed review of all lease financing agreements prior to approving any new agreements. The regulation is meant to deal with major lease financing agreements that have a material impact to the community as it requires the Town Treasurer and Council to review and consider a number of factors before entering into a material lease financing agreement.

The factors to be considered include:

- fixed costs, estimated costs, effective rates of financing, contingent payment obligations;
- independent legal and financial opinions;
- the costs and risks associated with the agreement;
- an assessment regarding whether the risks associated with the agreement are reasonable;
- an assessment regarding whether the cost of financing in the proposed financing agreement is lower than other methods of financing available to the municipality

As outlined in Schedule A, the active lease financing agreements that the Town had as at the end of 2017 are non-material in nature. Municipalities are not required to undergo the extensive review highlighted above, prior to entering into an agreement, if there are specific policies in place and if, in the opinion of the Town Treasurer and Council, the proposed agreement would not result in a material impact for the community after considering, costs, risks, and other existing agreements.

FINANCIAL IMPLICATIONS

The annual cost of lease financing agreements at the Town of Caledon is \$93,061 (see Schedule A). The expiry dates for current agreements range from 2018 to 2021 and the remaining balance of the payments in future years, 2018 to 2021 is \$186,767

The following are the current leasing arrangements:

- The Town entered into a lease in December 2017 for a temporary Community Centre space located in Southfields with an annual cost of approximately \$48,082 (inclusive of non-refundable HST). This lease is expected to commence on April 1, 2018 and expires on December 31, 2018 with an option to renew for a year or on a month to month basis.
- The Town entered into a photocopier lease that commenced on February 2016 with an annual cost of \$44,979 for 34 multi-functional units, with a term of two years and an option to extend for an additional three years. In January 2018, the option to extend for three additional years was exercised and the lease expires January 31, 2021.

It is the opinion of the Treasurer that the lease financing agreements listed above are non-material to the Corporation and have been made in accordance with the Town's leasing policies and goals, and therefore pursuant to Schedule E of the Purchasing By-law 2013-107 staff is making the recommendation set out in this report.

The overall Town's commitment on leases increased as a percentage of the Town's long-term debt including leases from 0.26% in 2016 to 0.95% in 2017 which is a result of the extension of the photocopier lease commencing in 2018 and the new lease for the temporary Community Centre space located in Southfields.

COUNCIL WORK PLAN

The matter contained in this report is not relative to the Council Work Plan.

ATTACHMENTS

Schedule A – Treasurer's 2017 Lease Financing Agreements Summary Report

SCHEDULE A TO STAFF REPORT 2018-24

Town of Caledon

Treasurer's 2017 Lease Financing Agreements Summary Report

Description of Recurring Leases	Units	Annual Cost	Full Term Cost	Balance of Lease Remaining Cost
Photocopiers	34	\$44,979	\$224,895	\$138,685
Properties	1	\$48,082	\$48,082	\$48,082
Total Lease Financing Agreements	35	\$93,061	\$272,977	\$186,767

The remaining commitment to run out all existing leases from December 31, 2017 to their expiry is \$186,767

The total of all other long-term debt (principal and interest) of the municipality as at December 31, 2017 as reported on Schedule 74 of the 2017 Financial Information Return is \$19,672,078. Consequently, the total financing arrangements of the Town undertaken through lease financing agreements represents 0.95% of the municipality's combined long-term debt including leases.

TREASURER'S STATEMENT:

In my opinion, all financing lease agreements are non-material and have been made in accordance with the Town's Leasing policies and goals outlined in schedule E of the Purchasing By-law 2013-107.



Heather Haire, CPA, CA
Treasurer

March 22, 2018
Date

Staff Report 2018-25

Meeting Date: Tuesday, April 3, 2018

Subject: 2017 Year End Operating Budget Variance Report

Submitted By: Michelle Xu, Financial Analyst, Finance and Infrastructure Services

RECOMMENDATION

That the 2017 operating surplus of \$3,339,955 be transferred to the following reserves:

- \$1,628,428 to the Operating Contingency Reserve;
- \$1,628,427 to the Tax Funded Capital Contingency Reserve;
- \$83,100 to the Firefighter Post-Retirement Benefits Reserve Fund;

That a Firefighter Post-Retirement Benefits Reserve Fund be established as outlined in Staff Report 2018-25; and

That an unavoidable budget increase in the amount of \$11,200 be included in the 2019 operating budget related to estimated annual costs related to post-retirement benefits to age 65 for full-time Firefighters.

REPORT HIGHLIGHTS

- On December 6, 2016, Council approved the Town of Caledon's 2017 budget which included a gross operating budget of \$86,639,680.
- By February 9, 2018 each department had performed a review of their 2017 year end actual to budget operating variances and provided Finance with explanations for each general ledger account having an operating variance (+/-) \$20,000 or 20%.
- Overall, the Town of Caledon's 2017 net operating budget surplus is \$3,339,955. This surplus is comprised of:
 - \$7,962,169 favourable variance in overall revenues; and
 - \$4,622,214 unfavourable variance in overall expenditures and transfers.

DISCUSSION

The purpose of this report is to provide an overview of the 2017 year-end actual results as compared to the operating budget. Staff within each department is responsible for the delivery of programs and services while managing their budgets within the Council-approved 2017 operating budget. Both Finance and department staff share the responsibility of monitoring operating budget variances throughout the year.

Staff Report 2018-25

Based on year end results, the Town has a 2017 operating surplus of \$3,339,955. There is a favourable variance in revenues of \$7,962,169 offset by an unfavourable variance in expenses of \$4,622,214. This unfavourable expense variance includes an unbudgeted reserve transfer of \$1,305,428 to the Development Approvals Stabilization Reserve fund due to higher than anticipated Planning and Development fees collected. Fees collected for the processing of residential and non-residential subdivision and condominium applications are generally meant to cover the work related to the applications which often spans several years.

The table below provides an overview of the year end \$3,339,955 favourable budget variance by department, split by revenue and expenses (expenses include transfers to reserves):

SUMMARY OF 2017 BUDGET OPERATING VARIANCE BY DEPARTMENT					
DEPARTMENT		2017 BUDGET	2017 ACTUALS	Variance Favourable / (Unfavourable)	Variance %
Community Services	Revenue	(11,328,002)	(12,773,792)	1,445,790	12.76%
	Expense	27,985,278	27,775,213	210,065	0.75%
Community Services Pre-Transfer	Sub-total	\$16,657,276	\$15,001,421	\$1,655,855	9.94%
Transfer to Development Approvals Stabilization Reserve	Expense	-	1,305,428	(1,305,428)	
Total for Community Services	Net Budget	\$16,657,276	\$16,306,849	\$350,427	2.10%
Corporate Services	Revenue	(5,295,576)	(5,451,474)	155,898	2.94%
	Expense	10,378,069	10,263,828	114,241	1.10%
Total for Corporate Services	Net Budget	\$5,082,493	\$4,812,354	\$270,139	5.32%
Finance & Infrastructure Services	Revenue	(2,277,647)	(2,791,372)	513,725	22.56%
	Expense	20,694,885	20,560,312	134,573	0.65%
Total for Finance & Infrastructure Services	Net Budget	\$18,417,238	\$17,768,940	\$648,298	3.52%
Strategic Initiatives	Revenue	(346,507)	(458,899)	112,392	32.44%
	Expense	6,157,031	5,929,706	227,325	3.69%
Total for Strategic Initiatives	Net Budget	\$5,810,524	\$5,470,807	\$339,717	5.85%
Corporate Accounts	Revenue	(67,391,948)	(73,126,312)	5,734,364	8.51%
	Expense	21,424,417	25,427,407	(4,002,990)	-18.68%
Total for Corporate Accounts	Net Budget	(\$45,967,531)	(\$47,698,905)	\$1,731,374	3.77%
	Revenue	(86,639,680)	(94,601,849)	7,962,169	9.19%
	Expense	86,639,680	91,261,894	(4,622,214)	-5.33%
TOTAL	Net Budget	\$0	(\$3,339,955)	\$3,339,955	

Staff Report 2018-25

The 2017 budget operating variance is further broken down by division within each department and is available on Schedule A of this report.

Department Overview

The following comments by department are high level, relevant explanations of the 2017 budget operating variance. Variance review and explanations are derived through the combined efforts of Finance and the department staff.

Community Services

2017 favourable variance of \$350,427

- \$1,472,450 favourable variance in Planning and Development fees due mainly to unbudgeted subdivision and condominium applications collected from Caledon 410 Developments, Shannontown, A-Major Homes, McLeod and a site plan application from Triovest.
- Offsetting the favourable revenue variance, from an unbudgeted contribution to the Development Approvals Stabilization Reserve Fund for \$1,305,428 to be used in future years due to fluctuations in development activity. More information is provided in the Financial Implications section of this report.
- \$471,260 favourable variance in Fire & Emergency Service revenue mostly due to fire incidents billed to the Town of Mono and a large tanker spill accident.
- \$188,730 favourable variance due to salary gapping, vacancies in various positions and divisions in the Community Services department partially offset by an unfavourable variance in Fire Services due to an increase in recruitment of volunteer fire fighters.
- \$52,630 favourable variance in Recreation revenues mainly due to higher enrollment at camp registration and additional swimming lesson registrations which is partially offset by lower than budgeted ice rentals, fitness registrations and concession sales.
- \$42,215 favourable variance in various other expense accounts such as operating supplies, mileage, printing and advertising in various divisions within Community Services that were lower than budget.
- \$36,515 favourable variance in maintenance and repairs of Fire vehicles as more work was completed internally.
- \$880,504 unfavourable variance in Building Permit revenue as a result of the slow Planning and Development application activity in 2015. Building Permit Fees are collected subsequent to the processing of planning applications and a significantly lower number than expected was received in 2015 thus affecting the 2017 permit activity. Some of this unfavourable variance is offset by gapping, vacancies and less expenses in this division overall to offset revenue shortfall. There is a related favourable variance in Transfers from Reserves of \$450,993 to cover the Building Services shortfall from the Building Permit Stabilization reserve at year-end.
- \$112,649 unfavourable variance in contracted services mostly due to additional work on the Fire Master Plan and a new dispatching contract.
- \$107,256 unfavourable variance in Parks revenue mainly due to lower park rental revenue as a result of a wet season. Lower revenue than budgeted from the

Region of Peel sidewalk and trail maintenance agreement. Both the Finance & Infrastructure Services and Parks department are sharing the revenue generated from this agreement.

- \$42,058 unfavourable variance in engineering fees due to some budgeted development applications not coming forward as expected for Mayfield West Phase 2.
- \$37,752 unfavourable variance in utilities in the Parks Division from the additional splash pad in Caledon East and the splash pad season extended due to warmer fall weather.

Corporate Services

2017 favourable variance of \$270,139

- \$636,174 favourable variance in Salaries & Benefits due to salary gapping from staff vacancies.
- \$195,184 favourable variance in Agreement Administration Fees is primarily due to a larger than budgeted increase in development activity in Planning & Development.
- \$106,530 unfavourable variance in contracted Legal Services due to the Bolton Heritage District OMB case.
- \$52,793 favourable variance in various contracted services primarily in Legislative Services is due to funds not being required for special projects and legislative matters.
- \$49,419 favourable variance in Regulatory Services revenues is mainly due to undertaking the work to achieve compliance with outstanding property standards orders.
- \$45,000 unfavourable variance in Dog Tags Revenue is due to the elimination of dog tag license program.
- \$41,872 favourable variance in Registry Office Recovery is due to increased volume of registrations.
- \$553,261 unfavourable variance in POA mainly due to lower than budgeted revenue resulting from decreased tickets being issued by the OPP of approximately 18%.

Finance and Infrastructure Services

2017 favourable variance of \$648,298

- \$344,528 favourable variance in other departmental revenues due mainly to higher than anticipated internal recoveries and higher cost recoveries for streetlight and sidewalk maintenance from the Region of Peel. The favourable revenue variances are partially offset by lower Engineering fees of \$42,058 related to development.
- \$169,200 favourable variance in one-time lease revenue received from the Region of Peel for the Caledon East Paramedic Station lands. The favourable variance is offset by an unfavourable expense variance in the same amount as

- this revenue was contributed to the Land Sales Reserve since this one-time payment relates to a 99 year land lease for the Paramedic station.
- \$282,163 favourable variance in contracted services primarily in the Operations and Traffic divisions. \$79,401 of this favourable variance is due to a lower volume of requests relating to the utility locate service contract. The remaining \$161,717 favourable variance is due mainly from lower than anticipated spending for sweeping, bridge maintenance and pavement marking contracts as more work was completed by in-house staff or included as part of engineering construction projects.
 - \$276,878 favourable variance due mainly to salary gapping/vacancies during the year in the Finance, Traffic, and Facilities divisions. The staff gapping variance is net of an unfavourable variance of \$203,088 in project management fee recoveries from capital projects.
 - \$180,671 favourable variance in streetlight electricity due to an unbudgeted Provincial rebate and a lower than projected cost per unit of electricity.
 - \$107,876 favourable variance in culvert, gravel and shouldering material purchases as the work was not able to be completed by staff during the year due to the wet spring weather or staff assignments to alternate projects/priority calls.
 - \$81,194 favourable variance due to a lower than anticipated volume of calcium used in road maintenance due to warmer winter temperatures. Calcium is added to pre-wet the salt in extreme cold temperatures to improve adhesion to road surfaces.
 - \$78,621 unfavourable variance due to higher volumes of salt and sand purchases to manage a higher than anticipated number of ice events during the first quarter of 2017.
 - \$84,147 unfavourable variance in fuels primarily due to diesel fuel required for increased ice events and hauling gravel for road maintenance.
 - \$306,377 unfavourable variance in equipment and vehicle repairs due mainly to a higher number of repairs to aging equipment and repairs to equipment purchased prior to the Town's standardization of fleet.

Strategic Initiatives

2017 favourable variance of \$339,717

- \$118,061 favourable variance in Administration and Corporate Communications due mainly to salary gapping of \$74,103 as well as \$20,489 savings from Printing & Advertising with the use of more online advertisements at a lower cost.
- \$23,847 favourable variance in Marketing & Events and Caledon Business Innovation Zone (CBIZ) expenses as the Economic Development division had fewer marketing events, and CBIZ had been in the process of developing its curriculum for new strategies for the changing business environment.

- \$69,974 favourable variance in Human Resources mostly due to salary savings of \$26,158 as well as \$36,812 favourable variance from Corporate Training/Development due to less training offered than anticipated in 2017.
- \$114,724 favourable variance in Caledon Public Library mainly relates to salary gapping of \$54,469 as well as \$42,752 savings from Online Databases, Automation, Computer Services and Software License Subscription due to consortium pricing which resulted in significant but unpredictable savings; \$11,874 savings from various expense accounts such as Operating Supplies resulted from better allocation of resources across departments.

Corporate Accounts

2017 favourable variance of \$1,731,374

- \$865,415 favourable variance in supplementary commercial tax revenues partially due to the assessment of the Canadian Tire Distribution Centre (CDC) property by Municipal Property Assessment Corporation (MPAC) in 2017. The tax revenue was not budgeted or included in the operating forecast as it was not known when the assessment would be completed.
- \$387,319 favourable variance from higher than anticipated interest revenue earned. The Town continues to proactively project cash flow and identify investment opportunities.
- \$248,314 favourable variance due to the timing and terms of several new Information Technology maintenance contracts.
- \$246,834 favourable variance in penalties and interest collected on tax arrears due to a higher than anticipated number of late tax payments made in 2017.
- \$189,415 favourable variance in revenues due to the receipt of a Workplace Safety and Insurance Board (WSIB) rebate for the NEER experience rating program. There was no certainty at the time of budgeting as to whether the Town would receive any rebate in 2017 and a lower rebate amount of \$100,000 was projected to be received in the year-end operating forecast.
- \$118,280 favourable variance from additional unbudgeted Payments in Lieu (PIL) taxes received from the Region of Peel due to increased assessments of certain properties.
- \$445,886 unfavourable variance due to higher than budgeted tax adjustments. 2017 is the first year of a new assessment cycle and there were a large amount of adjustments issued by Municipal Property Assessment Corporation (MPAC) to correct or update assessments. There were also a higher number of Assessment Review Board (ARB) adjustments as there was a backlog of cases.

FINANCIAL IMPLICATIONS

Transfer to/from Reserves

Development Approvals Stabilization Reserve

Due to higher than budgeted subdivision application and administration revenues received in 2017, the Town has contributed \$1,305,428 to the Development Approvals Stabilization Reserve Fund. The purpose of this reserve is to collect excess revenues from the Development approval process and fund future Development approval related work which may extend up to 4 years from the time revenues are collected. The funds contributed to this reserve will allow for future budgets to draw from the reserve to fund the direct and indirect costs related to development application approval process/ activities should there be a slow-down in development applications in those future years.

Community Improvement Plan (CIP) Reserve

The CIP Grant Payments total \$63,946 as of Dec 31, 2017, which was transferred from the Community Improvement Plan Reserve. Both draws were authorized by Council resolution on October 24, 2017. The current balance of the Community Improvement Plan Reserve is \$374,811.

Building Permit Stabilization Reserve

There was a net transfer of \$432,461 required from the Building Permit Stabilization Reserve Fund at the end of 2017 due to lower than budgeted Building Permit Fee revenues. The funding of the shortfall in the Building Services division was authorized by Council resolution on October 24, 2017.

The Building Permit Stabilization reserve was established from the 2005 implementation of the *Building Code Statute Law Amendment Act* (Bill 124). The purpose of the reserve is to allow a municipality to stabilize slow years in terms of building activity and permit revenue. The Building Services division operates as full cost recovery and any surplus or deficit in the division is accounted for by a transfer to/from the Building Permit Stabilization Reserve Fund. Accordingly, the Building division operations do not have an impact on property taxes.

The balance in the Building Permit Stabilization Reserve Fund after the transfer of \$432,461 to Building Services operations in 2017 is summarized below:

Building Services:	Revenue	2,231,036
	Expenses	<u>(2,663,497)</u>
2017 Amount transferred from the Building Permit Stabilization Reserve		<u>(432,461)</u>
Building Permit Stabilization Reserve - Closing balance after the 2017 transfer		<u>2,775,376</u>

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Winter Maintenance Reserve

There was a transfer of \$70,862 to the Winter Maintenance Reserve in 2017 to transfer the budget surplus for winter maintenance expenses which were due mainly to a lower volume of calcium purchases and lower contracted service costs as more work was completed by in-house staff. It is difficult to predict future weather conditions and winter maintenance budgets are determined using historical averages. A budget surplus in the year can be contributed to the reserve which may be used in future years when severe winter conditions require spending in excess of the budget. The current balance of the Winter Maintenance Reserve is \$1,624,257.

Self-Insurance Loss Reserve

The Town had budgeted in 2017 an insurance cost reduction of 32% over the 2016 Budget as a result of switching to a new service provider at a lower cost. The Town had a saving of \$304,423 in actual insurance cost due to lower premium with the new service provider as well as smaller individual payouts in 2017 based on the current status of claims/deductibles despite the increased number of claims. The \$304,423 has been transferred to Self-Insurance Loss Reserve fund per Council resolution on November 22, 2016. The current uncommitted balance of the Self Insurance Loss Reserve fund is \$928,126 including the transfer of \$304,423.

Group Benefit Stabilization Reserve

There was a transfer of \$308,456 to the Group Benefit Stabilization Reserve in 2017 to transfer the budget surplus for Group Benefits which was mainly due to a refund issued from Manulife relating to Administrative Services Only (self-insured) for health and dental coverage prior year surplus and lower than budgeted health and dental claims. This reserve fund is intended to mitigate the risk associated with self-insurance of health and dental claims and potential future spikes in premiums for LTD, AD&D and life insurance coverage. The current uncommitted balance of the Self Insurance Loss Reserve fund is \$645,947 including the transfer of \$308,456.

Post-Retirement Benefits to age 65 for Full-Time Firefighters

The Town entered into an agreement with the Caledon Professional Firefighters Association in 2015 to award post-retirement employment benefits effective December 31, 2018 for eligible full-time firefighters up-to age 65. The most current actuarial estimate of the total estimated cost as of December 31, 2018 is \$83,100. Further the actuarial estimated projected annual costs to fund the plan of \$11,200. The \$83,100 as of December 31, 2018 is considered a (post-retirement) liability on the Town's financial statements. Staff recommend fully funding this liability/plan in 2018 by allocating \$83,100 of the (2017) year-end surplus to a new Firefighter Post-Retirement Benefits reserve. There will be an estimated annual expense of \$11,200 to provide on-going funding for this plan which will represent the annual benefit costs and interest on the benefit obligation costs that will be included as an unavoidable budget increase in the 2019 budget.

Staff recommend establishing a reserve fund for the Firefighter Post-Retirement Benefits to fully fund the Town's long-term obligations related to Post-Retirement Benefits for eligible full-time firefighters to age 65. The reserve will be adjusted/topped-up based on future actuarial valuations which are required to be undertaken at a minimum every 5

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years as prescribed by the Public Sector Accounting Board Standards to determine the estimated Post-Retirement Benefit obligation.

Year End Surplus

Staff is recommending that the \$3,339,955 operating surplus for 2017 be transferred as follows: \$1,628,428 to the Operating Contingency Reserve, \$1,628,427 to the Tax Funded Capital Contingency Reserve and \$83,100 to the Firefighter Post-Retirement Benefits Fund. In future, the Town can draw funding from these respective reserves for unexpected, unanticipated or emergency operating and/or capital expenses if applicable.

The current balances in the reserves before and after the recommended transfers are listed below:

Reserve Fund	Unaudited Uncommitted Balance as of February 28, 2018	2017 Operating Surplus	Reserve Fund Balance - after transfer
Operating Contingency Reserve	\$ 1,388,859	\$ 1,628,428	\$ 3,017,287
Tax Funded Capital Contingency Reserve	\$ 2,849,602	\$ 1,628,427	\$ 4,478,029
Firefighter Post-Retirement Benefits Fund	\$ -	\$ 83,100	\$ 83,100

COUNCIL WORK PLAN

The matter contained in this report is not relative to the Council Work Plan.

ATTACHMENTS

Schedule A - 2017 Year End Operating Budget Variance by Department/Division.

2017 YEAR END OPERATING BUDGET VARIANCE BY DEPARTMENT / DIVISION

DEPARTMENT	DIVISION	REVENUE / EXPENSE	2017 BUDGET	2017 ACTUALS	VARIANCE Favourable / (Unfavourable)	Variance %
Community Services						
	Building Services ¹	Revenue	(3,087,727)	(2,663,497)	(424,230)	-13.7%
		Expense	3,087,727	2,663,497	424,230	13.7%
		Net Budget	-	-	-	-
	Fire & Emergency Services	Revenue	(500,592)	(971,852)	471,260	94.1%
		Expense	8,552,810	9,036,635	(483,825)	-5.7%
		Net Budget	8,052,218	8,064,783	(12,565)	-0.2%
	Parks	Revenue	(401,749)	(294,493)	(107,256)	-26.7%
		Expense	2,423,066	2,370,400	52,666	2.2%
		Net Budget	2,021,317	2,075,907	(54,590)	-2.7%
	Planning & Development	Revenue	(2,383,692)	(3,814,085)	1,430,393	60.0%
		Expense	2,481,789	3,589,261	(1,107,472)	-44.6%
		Net Budget	98,097	(224,824)	322,921	329.2%
	Policy & Sustainability	Revenue	(674)	(23,664)	22,990	3411.0%
		Expense	1,258,005	1,238,957	19,048	1.5%
		Net Budget	1,257,331	1,215,293	42,038	3.3%
	Recreation	Revenue	(4,953,568)	(5,006,201)	52,633	1.1%
		Expense	10,181,881	10,181,891	(10)	0.0%
		Net Budget	5,228,313	5,175,690	52,623	1.0%
Community Services Total			16,657,276	16,306,849	350,427	2.1%
Corporate Services						
	Information Services	Revenue	(900)	(3,109)	2,209	245.4%
		Expense	481,197	440,524	40,673	8.5%
		Net Budget	480,297	437,415	42,882	8.9%
	Information Tecnology	Revenue	(203,480)	(199,869)	(3,611)	-1.8%
		Expense	1,828,637	1,805,308	23,329	1.3%
		Net Budget	1,625,157	1,605,439	19,718	1.2%
	Legal Services	Revenue	(455,903)	(819,815)	363,912	79.8%
		Expense	1,888,405	1,925,675	(37,270)	-2.0%
		Net Budget	1,432,502	1,105,860	326,642	22.8%
	Provincial Offences Court	Revenue	(4,057,949)	(3,504,688)	(553,261)	-13.6%
		Expense	2,424,310	2,270,356	153,954	6.4%
		Net Budget	(1,633,639)	(1,234,332)	(399,307)	-24.4%
	Regulatory/By-Law	Revenue	(536,155)	(711,260)	175,105	32.7%
		Expense	1,507,033	1,586,811	(79,778)	-5.3%
		Net Budget	970,878	875,551	95,327	9.8%
	Legislative Services/Council Support	Revenue	(41,189)	(212,733)	171,544	416.5%
		Expense	2,248,487	2,235,154	13,333	0.6%
		Net Budget	2,207,298	2,022,421	184,877	8.4%
Corporate Services Total			5,082,493	4,812,354	270,139	5.3%

2017 YEAR END OPERATING BUDGET VARIANCE BY DEPARTMENT / DIVISION

DEPARTMENT	DIVISION	REVENUE / EXPENSE	2017 BUDGET	2017 ACTUALS	VARIANCE Favourable / (Unfavourable)	Variance %
Finance & Infrastructure Services						
	Energy & Environment	Revenue	(42,100)	(61,417)	19,317	45.9%
		Expense	429,047	422,691	6,356	1.5%
			Net Budget	386,947	361,274	25,673
	Engineering & Capital Projects	Revenue	(741,364)	(672,728)	(68,636)	-9.3%
		Expense	2,186,387	2,290,784	(104,397)	-4.8%
			Net Budget	1,445,023	1,618,056	(173,033)
	Facilities	Revenue	(611,171)	(773,285)	162,114	26.5%
		Expense	2,093,309	2,167,156	(73,847)	-3.5%
			Net Budget	1,482,138	1,393,871	88,267
	Finance	Revenue	(10,800)	(23,921)	13,121	121.5%
		Expense	2,431,002	2,367,894	63,108	2.6%
			Net Budget	2,420,202	2,343,973	76,229
	Roads & Fleet	Revenue	(819,212)	(1,082,217)	263,005	32.1%
		Expense	10,768,309	10,732,988	35,321	0.3%
			Net Budget	9,949,097	9,650,771	298,326
	Transportation	Revenue	(35,000)	(147,841)	112,841	322.4%
		Expense	1,211,164	1,085,380	125,784	10.4%
			Net Budget	1,176,164	937,539	238,625
	Administration	Revenue	-	-	-	-
		Expense	861,480	836,966	24,514	2.8%
			Net Budget	861,480	836,966	24,514
	Purchasing & Risk Management	Revenue	(18,000)	(29,963)	11,963	-
		Expense	714,187	656,453	57,734	8.1%
			Net Budget	696,187	626,490	69,697
Finance & Infrastructure Services Total			18,417,238	17,768,940	648,298	3.5%

2017 YEAR END OPERATING BUDGET VARIANCE BY DEPARTMENT / DIVISION

DEPARTMENT	DIVISION	REVENUE / EXPENSE	2017 BUDGET	2017 ACTUALS	VARIANCE Favourable / (Unfavourable)	Variance %
Strategic Initiatives						
	Administration/Communications	Revenue	(236,300)	(257,864)	21,564	9.1%
		Expense	1,243,523	1,147,026	96,497	7.8%
		Net Budget	1,007,223	889,162	118,061	11.7%
	Economic Development & Tourism	Revenue	(1,007)	(71,265)	70,258	6977.0%
		Expense	671,696	704,994	(33,298)	-5.0%
		Net Budget	670,689	633,729	36,960	5.5%
	Human Resources	Revenue	-	-	-	-
		Expense	1,120,904	1,050,932	69,972	6.2%
		Net Budget	1,120,904	1,050,932	69,972	6.2%
	Library	Revenue	(109,200)	(129,770)	20,570	18.8%
		Expense	3,120,908	3,026,754	94,154	3.0%
		Net Budget	3,011,708	2,896,984	114,724	3.8%
Strategic Initiatives Total			5,810,524	5,470,807	339,717	5.8%
Corporate Accounts						
		Revenue	(67,391,948)	(73,126,312)	5,734,364	8.5%
		Expense	21,424,417	25,427,407	(4,002,990)	-18.7%
		Net Budget	(45,967,531)	(47,698,905)	1,731,374	3.8%
Corporate Accounts Total			(\$45,967,531)	(\$47,698,905)	\$1,731,374	3.8%
		Revenue	(86,639,680)	(94,601,849)	7,962,169	9.2%
		Expense	86,639,680	91,261,894	(4,622,214)	-5.3%
TOTAL to Dec 31, 2017		Net Budget	\$0	(\$3,339,955)	\$3,339,955	

¹ Building Services nets to zero at year-end as this division is self-funded as per Bill 124.

Staff Report 2018-30

Meeting Date: Tuesday, April 3, 2018

Subject: Audited Reserves and Reserve Fund Balances for 2017

Submitted By: September Muller, Senior Financial Analyst, Finance & Infrastructure Services

RECOMMENDATION

That a refund in the amount of \$34,335.60 be issued to Digram Developments Caledon Inc. funded from the Roads Capital Reserve Fund related to fees collected in error in 2015.

REPORT HIGHLIGHTS

- The Town of Caledon reserves and reserve funds total \$118.0 million at the end of 2017 and are allocated between three types as follows:
 - Reserves – \$10.0 million
 - Discretionary Reserve Funds = \$23.0 million
 - Obligatory Reserve Funds = \$85.0 million
- Overall balances increased \$5.1 million from 2016, inclusive of interest earned of \$0.9 million. The increases / (decreases) were primarily due to the following changes in reserves:

○ Collection of Development Charges	\$2.1 million
○ Development Approvals Stabilization Reserve	\$1.3 million
○ Federal Gas Tax Reserve	\$2.1 million
○ Payment in Lieu of Parkland Reserve	\$0.6 million
○ Bridge Replacement Reserve	(\$0.8 million)
○ Reserve for Contingencies	\$0.4 million
○ Building Permit Stabilization Reserve	(\$0.5 million)
○ Debt Retirement	(\$0.4 million)
○ Group Benefit Stabilization Reserve	\$0.3 million
- A refund in the amount of \$35,335.60 will be issued to Digram Developments Caledon Inc. funded by the Roads Capital Reserve Fund relating to Fill-Heavy Truck Load-Caledon Road Use fee collected, in error, in 2015.

DISCUSSION

The purpose of this report is to provide Council a summary of audited reserves and reserve fund balances.

The purpose of the reserves and reserve funds are detailed in Schedule B – Definitions of Reserve and Reserve Funds.

The reserves and reserve funds were created, throughout the years based on requirements at the time and will be reviewed annually to determine whether updates to the definitions, uses, and maximums are required.

Reserves

Reserves are an appropriation from net revenue at the discretion of Council, after the provision for all known expenditures. The reserves have no reference to any specific asset and do not require the physical segregation of money or assets as in the case of reserve funds. Reserves cannot have a revenue or expense of itself, like reserve funds.

Contingency reserves are a combination of reserves either restricted by agreement or established for specific purposes. Types of contingency reserves include those listed in the Table below which also shows the 2017 ending reserve balances:

Contingency Reserve	December 31st, 2017 Balance
Operating Contingency	\$2,168,545
Fire Equipment	\$3,592
Facility Repairs & Reinvestment	\$243,290
Self-Insured Loss	\$928,126
Surplus Land Sales	\$751,117
Economic Development	\$47,148
Ice Resurfacer	\$87,932
Animal Shelter	\$62,364
Records Management	\$40,010
Election	\$197,500
TOTAL	\$4,529,624

The 2017 year-end balance of all of the Town of Caledon Reserves is \$10.0 million. (See Schedule A for details).

Discretionary Reserve Funds

Discretionary reserve funds are created under Section 417 of the *Municipal Act, 2001* (S.O. 2001, c.25). Discretionary reserve funds are established whenever a municipal Council wishes to earmark revenues to finance a future expenditure for which it has the authority to spend money, and physically set aside a certain portion of the year's revenues so that the funds are available as required. In accordance with Section 417 of the *Municipal Act, 2001* (S.O. 2001, c.25), it is suggested that municipalities create new reserve funds or additional allocations to a reserve fund through the budget process, defining the purpose for which the reserve fund is being created.

The 2017 year-end balance of the Town of Caledon Discretionary Reserve Funds is \$23.0 million. (See Schedule A for details).

Obligatory Reserve Funds

These funds must be created whenever a statute requires revenue received for special purposes to be segregated from the general revenues of the municipality.

The 2017 year-end balance of the Town of Caledon Obligatory Reserves Funds is \$85.0 million (See Schedule A for details).

FINANCIAL IMPLICATIONS

The Reserve and Reserve Fund balances shown on Schedule A are audited December 31, 2017 balances. For comparison purposes, reserve balances from 2012 to 2016 are listed on Schedule A.

Council approved the establishment of a Roads Capital Reserve Fund as per By-Law 2011-017 in 2011, for the purpose of providing funds for the repair and rehabilitation of Caledon roads resulting from the use of the roads for the repeated delivery of fill for private purposes by heavy trucks.

In 2015, a \$34,335.60 Fill-Heavy Truck Load-Caledon Road Use fee was collected, in error, from Digram Developments Caledon Inc. (Digram) for importing fill related to development, Livingstone Estates. This fee was transferred to the Roads Capital Reserve Fund and a withdrawal from the reserve, to provide a refund to Digram, requires Council authorization. The fee was collected in error as the fee does not apply to development. Accordingly, staff recommend that \$34,335.60 be drawn from the Roads Capital Reserve Fund to refund Digram.

Staff Report 2018-30

The current balance in the Roads Capital Reserve Fund is \$81,313.04 with the staff recommendation as per Staff Report 2018-30 to refund the haul permit in the amount of \$34,335.60 the Roads Capital Reserve Fund balance will be \$46,977.44.

COUNCIL WORK PLAN

The matter contained in this report is not relative to the Council Work Plan.

ATTACHMENTS

Schedule A – Reserve and Reserve Fund Balances as of December 31st, 2017
Schedule B – Definition of Reserve and Reserve Funds

Schedule A to Staff Report 2018-30

TOWN OF CALEDON

Reserve and Reserve Fund Balances as of December 31, 2017

	<i>December 31 Balances</i>					
	2017	2016	2015	2014	2013	2012
<u>Reserves</u>						
Working Funds	\$1,299,647	\$1,299,647	\$1,299,647	\$1,299,647	\$1,299,647	\$1,299,647
Contingencies	\$4,529,624	\$4,093,613	\$4,778,506	\$4,632,010	\$4,381,724	\$3,974,177
Equipment	\$687,045	\$530,219	\$167,717	\$585,883	\$643,404	\$616,951
Caledon Community Development Fund	\$0	\$0	\$5,630	\$5,630	\$9,763	\$9,763
Accessibility (previously tax rate stabilization)	\$36,400	\$21,383	\$21,938	\$79,953	\$69,953	\$54,953
Corporate Energy	\$179,005	\$176,724	\$110,859	\$158,811	\$180,393	\$60,246
Tax Funded Capital Contingency Reserve	\$3,029,602	\$2,968,998	\$1,821,931	\$1,335,595	\$1,524,464	\$1,899,764
Bridge Replacement	\$0	\$861,759	\$0	\$341,732	\$341,732	\$0
GO Transit	\$72,803	\$72,803	\$72,803	\$72,803	\$72,803	\$72,803
Animal Shelter	\$90,187	\$90,187	\$90,187	\$90,187	\$90,187	\$69,193
Animal Shelter Facility	\$28,395	\$28,395	\$14,795	\$1,360	\$0	\$0
Fitness Equipment Replacement	\$83,702	\$61,503	\$0	\$0	\$0	\$0
Reserves Total	\$10,036,411	\$10,205,231	\$8,384,014	\$8,603,612	\$8,614,072	\$8,057,496
<u>Discretionary Reserve Funds</u>						
Winter Maintenance	\$1,624,257	\$1,468,058	\$1,035,236	\$229,520	\$621,496	\$1,005,777
Cash in Lieu of Parking	\$97,500	\$97,500	\$165,000	\$168,000	\$165,000	\$162,000
Capital Asset Replacement Fund (previously Caledon Hydro)	\$16,192,254	\$16,373,496	\$14,353,328	\$12,363,687	\$10,392,313	\$7,440,770
Community Improvement Plan	\$374,811	\$438,757	\$499,493	\$517,193	\$432,296	\$355,254
Debt Retirement ¹	\$0	\$413,743	\$2,981,715	\$5,470,703	\$8,253,693	\$10,157,243
Roads Capital	\$81,313	\$70,780	\$48,260	\$10,817	\$4,092	\$2,659
CAMP Agreement	\$137,518	\$191,617	\$165,326	\$153,094	\$73,814	\$48,299
Development Approvals Stabilization	\$3,171,118	\$1,865,690	\$0	\$214,078	\$536,820	\$1,104,543
Group Benefit Stabilization	\$645,947	\$337,491	\$337,491	\$433,880	\$433,880	\$279,846
Development Charge Exemptions & Discounts	\$102,834	\$200,000	\$100,000	\$100,000	\$0	\$0
Northwest Caledon Indoor Recreation Facility	\$514,105	\$384,380	\$255,729	\$101,715	\$0	\$0
Broadband	\$13,405	\$4,974	\$0	\$0	\$0	\$0
Discretionary Reserve Funds Total	\$22,955,061	\$21,846,487	\$19,941,579	\$19,762,687	\$20,913,404	\$20,556,392
<u>Obligatory Reserve Funds</u>						
Federal Gas Tax	\$3,861,795	\$1,811,809	\$806,378	\$597,629	\$951,640	\$429,804
Building Permit Stabilization	\$3,011,354	\$3,560,968	\$4,023,077	\$3,381,659	\$2,653,292	\$1,756,096
Payment In Lieu of Parkland	\$4,981,842	\$4,414,084	\$3,443,161	\$2,891,445	\$277,855	\$31,451
Development Charges	\$73,160,945	\$71,021,345	\$59,549,307	\$46,374,878	\$39,238,156	\$20,119,898
BSH Ponds ²	\$0	\$0	\$0	(\$124,357)	(\$518,992)	(\$518,992)
BSH Other Works ²	\$0	\$0	\$0	\$268,162	\$899,802	\$890,853
Ferrier Storm Pond ²	\$0	\$0	\$0	\$309,437	\$309,437	\$152,169
Heritage Property	\$1,824	\$22,464	\$21,778	\$15,840	\$15,682	\$15,525
Obligatory Reserve Funds Total	\$85,017,761	\$80,830,669	\$67,843,701	\$53,714,692	\$43,826,871	\$22,876,805
Total	\$118,009,233	\$112,882,387	\$96,169,294	\$82,080,992	\$73,354,346	\$51,490,693

¹ Debt Retirement Reserve Fund was previously held at the Region of Peel.

² Reserve Balance was consolidated with Storm Water Pond Development Charges Reserve in the Development charge line in 2015.

Note: Year-end balances include commitments against the reserves/reserve funds

Definitions of Reserves and Reserve Funds

Reserve for Working Funds

This reserve was established through Town of Caledon By-law No. 90-76. In most municipalities, accounts have to be paid before taxes, grants and other revenues become available, including revenues still to be collected for the previous year.

Reserve for Contingencies

The contingency reserves being held by the Town are a combination of reserves either restricted by agreement or reserves established for specific purposes. The contingency reserves are currently allocated as follows:

Contingency Reserve	Purpose
Operating Contingency	To be used to stabilize the tax rate
Fire Equipment	To be used for Fire Equipment
Facility Repairs & Reinvestment	To provide funding for equipment replacement
Self-Insured Loss	To mitigate insurance increases & settlement of claims
Surplus Land Sales	Purchase of Town properties
Economic Development	To encourage economic development
Ice Resurfacer	To provide funding for Recreation Equipment
Animal Shelter	To provide for animal care funding through Animal Shelter Donations
Records Management	For software purchase
Election	To finance future Town costs to administer municipal election

Equipment Reserve

Established in 1980 for equipment replacement related to capital fleet equipment.

Caledon Community Development Fund Reserve

Established in 2007 to provide support for eligible community events.

Accessibility Reserve

(Formerly the Tax Rate Stabilization reserve) The balance of the funds in this reserve relate to accessibility contributions and will be used for accessibility issues.

Corporate Energy Reserve

Established in 2008 to be used for Town Hall energy Efficiency retrofits.

Tax Funded Capital Contingency Reserve

Established to set aside funding for replacement of Town capital infrastructure.

Bridge Replacement Reserve

This reserve was established as per By-law 2013-042 for the purpose of supplementing future bridge projects and will be funded from budget surpluses related to completed bridge capital projects as these projects are closed.

GO Transit Reserve

These funds were set aside per Council resolution W-62-2002 from the 2002 GO transit allocation. The funds have been used to support the CCS' Transportation Program.

Animal Shelter Reserve

This reserve was established by the Town to carry out the requirements to manage the funds received for the Shelter being held for future animal care.

Animal Shelter Facility Reserve

This reserve was established in 2014 for the purpose of providing funds for future animal shelter repairs and/or a new animal shelter facility.

Winter Maintenance Reserve Fund

This reserve has been set up per Council direction to provide winter maintenance funding as needed to offset unusual/severe winter maintenance costs.

Cash in Lieu of Parking Reserve Fund

This reserve fund has been set up per Council direction to provide funds to address the issue of parking in downtown Bolton.

Capital Asset Replacement Reserve Fund

(Formerly the Caledon Hydro Reserve Fund). Proceeds from sale of Caledon Hydro approved By-law no. 2005-170 to establish a set amount in a Hydro Reserve Fund for future capital allocation. The name of the reserve was changed as per By-law 2011-161 and the funds are to be used for infrastructure repairs and replacements, the shortfall in the Debt Retirement Reserve Fund and to cash flow the capital program.

Community Improvement Plan Reserve Fund

Established in 2009 to carry forward unexpended Community Improvement Plan funding. To be used for the Caledon East and Bolton Community Improvement Plan areas.

Debt Retirement Reserve Fund

Established and held at the Region of Peel to provide payment for debt used to purchase Caledon Hydro.

Roads Capital Reserve Fund

Established in 2011 for the purpose of providing funds for the repair and rehabilitation of Caledon roads resulting from the use of the roads for repeated delivery of fill for private purposes by heavy trucks.

Comprehensive Adaptive Management Plan (CAMP) Agreement Reserve Fund

Established in 2011 for the purpose of providing funds for equipment, services, and the environmental monitoring to be performed by Caledon as required by the Comprehensive Adaptive Management Plan for Mayfield West Phase 1.

Development Approvals Stabilization Reserve Fund

Established in 2011 for the purpose of providing funds for the processing of subdivisions and condominiums by the municipal development staff.

Group Benefit Stabilization Reserve Fund

This reserve was established in 2011 to mitigate higher health and dental claim payments that may occur in a future year. The Town is self insured for its benefit plans meaning that it funds the plans at a pre-determined rate based on historical claim patterns. In a given year if we have a large spike in actual claims, this reserve is used to fund these initiatives.

Development Charge Exemptions & Discounts Reserve Fund

Established as part of the 2014 operating budget for the Town's top-up of development charge reserves for future exemptions and discounts.

Northwest Caledon Indoor Recreation Facility Reserve Fund

This reserve fund was established in 2014 as per Council resolution 2014-100. This is a capital reserve fund for the building of an indoor recreation facility in northwest Caledon to meet community needs resulting from the closure of the Caledon Central Pool.

Federal Gas Tax Rebate Reserve Fund

This reserve fund was established in 2005 as per the agreement between the Town and The Association of Municipalities of Ontario for transfer of Federal Gas Tax Revenues to be used for future capital work.

Building Permit Stabilization Reserve Fund

This reserve was established from the 2005 implementation of the Building Code Statute Law Amendment Act (Bill 124). The purpose of the reserve is to allow a municipality to stabilize slow years in terms of building activity and permit revenue.

Payment-in-lieu of Parkland Reserve Fund

This reserve fund has been set up as per Provincial legislation and it is restricted to its use by Provincial legislation. Effective 2007, an additional 2% in Lieu of cash on Commercial/Industrial development was established as per resolution W-397-2006 and and By-law 2013-140.

Development Charges

This reserve fund is comprised of development charges received through registered plans of subdivision and through individual land severances. The uses for this reserve fund are restricted by Town of Caledon By-law & the DCA.

In 2015 following reserves have been consolidated with Development Charges – Stormwater Works Reserve for future works related to Stormwater:

- Bolton South Hill (ponds)
- Bolton South Hill (other works)
- Ferrier Storm Pond

Heritage Property Reserve Fund

Established in 2010 for the purpose of accumulating unspent grant monies in annual budgets relating to Designated Heritage Property Grant program and to supplement when required, grants relating to the Designated Heritage Property Grant program exceeding the current year's approved operating budget.

Fitness Equipment Replacement Reserve

This reserve fund has been approved for adoption in July 2016 to allocate 5.5% of fitness membership revenues or approximately \$55,000 to the Fitness Equipment Reserve. Its purpose is for future replacement of fitness equipment without requesting additional funding from the tax base.

Broadband Levy Reserve

Established in December 2016 as part of 2017 Town of Caledon Budget per Staff Report 2016-154.

This reserve was created for any surpluses, if any, in Broadband levy collections or expenditures to budget.



Accessibility Advisory Committee Report
Thursday, March 22, 2018
6:15 p.m.
Committee Room, Town Hall

Members

Chair: M. Tymkow
Vice-Chair: D. Farrace
Councillor B. Shaughnessy
R. Cowan
F. Lucchetta (arrived at 6:23 p.m.)
D. St. Clair

Town Staff

Legislative Specialist: W. Sutherland
Council Committee Coordinator: D. Lobo

CALL TO ORDER

Chair M. Tymkow called the meeting to order at 6:20 p.m.

DECLARATION OF PECUNIARY INTEREST – none.

RECEIPT OF MINUTES

The minutes of the February 15, 2018 Accessibility Advisory Committee meeting were received.

PRESENTATIONS

1. Three students from Robert F. Hall Catholic Secondary School provided presentations regarding their Accessibility Award Designs. Each student explained their approach, inspiration and the symbolism behind their design.

Members of the Committee asked questions regarding shading, intended medium and details of their designs. The Committee received responses from the presenters.

The Committee recessed from 6:42 p.m. to 6:47 p.m.

2. David Margiotta, Manager, Accessible Transportation and Rhiannon Oliveira, Supervisor of Quality Planning, Accessible Transportation from the Region of Peel provided a presentation regarding an Accessible Transportation Update. Mr. Margiotta provided an overview of the new application and eligibility criteria for TransHelp service, updated website and application design. Mr. Margiotta and Ms. Oliveira provided information regarding the expanded client profile, eligibility decisions and recertification of client eligibility. They outlined the project focus areas and next steps.

Members of the Committee asked a number of questions regarding the client profile, eligibility criteria, seamless service, specialized transit network integration, and timelines. The Committee received responses from the presenters.

REGULAR BUSINESS

1. Accessible Park Enhancements

Kyle Poole, Landscape Architect and Nick Pirzas, Senior Landscape Architect from Community Services provided an overview of location, park lands, and accessible features.

Members of the Committee asked a number of questions regarding timelines, parking, play area features, sidewalks, materials, lighting, and surrounding property uses. The Committee received responses from staff.

Members of the Committee noted accessible parking could benefit the park.

2. Site Plan Review re: SPA 2016-70 – 13640 Caledon King Townline – Bolton Camp (proposing to construct a baseball diamond)

All accessibility concerns have been addressed; therefore there are no further accessibility recommendations for consideration.

3. Site Plan Review re: SPA 2017-42 – 12782 Kennedy Road – Brentwood Developments (proposing to construct 66 townhouse units within a common element condominium)

The Committee reviewed the site plan and confirmed the following recommendation:

- 1) Please re-locate the Canada Post Super Box back to the original location adjacent to visitor parking space #23 to eliminate interference with the accessible parking space # 24.
- 2) Each accessible access aisle of an accessible parking space that directly leads to an access route or walkway shall contain a curb ramp that meets the provision of the Ontario Building Code as it relates to curb ramps.

D. Farrace left the meeting from 8:08 p.m. to 8:11 p.m.

4. Site Plan Review re: SPA 2017-48 – 3611 Charleston Side Road – Caledon Fire Training Facility (proposing to construct a fire training pavilion and structures)

All accessibility concerns have been addressed; therefore there are no further accessibility recommendations for consideration.

5. Site Plan Review re: SPA 2018-1 – 190 Parr Boulevard – Wheelwright Group Inc. (proposing to construct a one storey industrial building with office)

The Committee reviewed the site plan and confirmed the following recommendation:

- 1) Site Plan shall note that the main entrances of all units for the office and multi-tenant industrial building are barrier-free with either a power door operator or an automatic sliding door feature as per the barrier free section of the Ontario Building Code.

- 2) Once parking has been confirmed, Site Plan shall indicate that Accessible parking space(s) for the site comply with By-law 2015-058. – Schedule “K”. As such, accessible access aisles shall be hatched to indicate the access aisle.
- 3) Please hatch the asphalt from the accessible parking spaces to the main entry of the front office to indicate the pedestrian travel route.
- 4) Site Plan shall note that exterior travel routes (walkways) shall be a minimum of 1.5 metres wide in compliance with the Design of Public Spaces requirements within the Accessibility for Ontarians with Disabilities Act. (current rendition indicates 1.2m wide)
- 5) Site Plan shall indicate that exterior lighting at the main entrances of all units and in close proximity to the accessible parking space(s) shall be a minimum lighting level of 35 lux.
- 6) Site Plan shall illustrate snow storage to ensure the accessibility provisions on the site are maintained.
- 7) Please provide a 1.5m clearance for the bench seats on the east side of the amenity area. Bench seats shall not be utilized as car stops.

6. Review of Accessibility Business Award Design Options

The Committee reviewed and discussed the three final design submissions.

Members of the Committee asked questions regarding the award medium, recognition for students and budget. The Committee received responses from staff.

The Committee selected the award design by B. Nam.

The Committee agreed that funds of approximately \$200 be allocated as honourarium to the award design finalist and approximately \$200 for the production of the award. Certificates of Recognition will be presented to the three design finalists.

7. Request to Present – Bolton Camp Redevelopment Lands

The Committee discussed opportunities to engage with the Toronto and Region Conservation Authority regarding the Bolton Camp Redevelopment Lands.

The Committee expressed interest in receiving a presentation from the Toronto and Region Conservation Authority regarding the Bolton Camp Redevelopment Lands.

ADJOURNMENT

On a motion by Chair M. Tymkow, the meeting adjourned at 9:05 p.m.

Memorandum

Date: Tuesday, April 3, 2018

To: Members of Council

From: Aleksandra Sebestyen, Financial Analyst, Finance and Infrastructure Services

Subject: 2017 Municipal Performance Measurement Program (MPMP) Report

The annual reporting of a municipality's operations is mandatory in Ontario under Section 299 of the *Municipal Act, 2001*. The Municipal Performance Measurement Program (MPMP) collects statistical municipal services data as part of the Financial Information Return (FIR).

The Ministry of Municipal Affairs and Housing (MMAH) provides extensive FIR schedules for municipalities to complete each year. MMAH generally updates the schedules annually to reflect changes in the Provincial information gathering requirements, trends, and other factors to help the Province get a better overview of the finances of all municipalities in Ontario. Previous year's MPMP results are available on the Ministry of Municipal Affairs and Housing website.

As in prior years, the Town of Caledon will post the MPMP results for the 2017 reporting year, as listed on Schedule A of this memo, on the Town's website and report the results to the Ministry of Municipal Affairs and Housing in compliance with the *Municipal Act, 2001* via the 2017 Financial Information Return.

Attachments

Schedule A – 2017 Municipal Performance Measurement Program

2017 MUNICIPAL PERFORMANCE MEASUREMENT PROGRAM

BUILDING SERVICES		2017	
What method does your municipality use to determine total construction value?		Applicant's Declared Value	
		\$	
Total Value of Construction Activity based on permits issued		\$166,234,381	
	Number of Building Permits	Total Value of Building Permits	
Residential properties	600	\$100,132,625	
Multi-Residential properties	3	\$24,642,250	
All other property classes	129	\$41,459,506	
	732	\$166,234,381	
Note 1: 2016 Permits issued based on property classes were restated due to system modifications to increase accuracy.			
Review of Complete Building Permit Applications: Median number of working days to review a complete building permit application and issue a permit or not issue a permit, and provide all reasons for refusal (by Category):		Median Number of Working Days	
a) Category 1: Houses (houses not exceeding 3 storeys/600 square metres) Reference: provincial standard is 10 working days		9	
b) Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres) Reference: provincial standard is 15 working days		13	
c) Category 3: Large Buildings (large residential/commercial/industrial/institutional) Reference: provincial standard is 20 working days		19	
d) Category 4: Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications Reference: provincial standard is 30 working days		0	
Note 2: Due to on-going system improvements to improve overall accuracy of reporting, the 2016 data, unfortunately, includes processed applications that would not be defined as complete. This has been corrected for 2017 and future years.			
	Number of Complete Applications	Number of Incomplete Applications	Total Number of Complete and Incomplete Applications
a) Category 1: Houses (houses not exceeding 3 storeys/600 square metres) (Note 3)	695	61	756
b) Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres) (Note 3)	39	2	41
c) Category 3: Large Buildings (large residential/commercial/industrial/institutional) (Note 3)	62	16	78
d) Category 4: Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications	0	1	1
Subtotal	796	80	876
Note 3: 2016 Applications completed based on building categories were restated due to system modifications to increase accuracy.			

2016			
Applicant's Declared Value			
\$			
\$261,775,754		Note 1	
Number of Building Permits	Total Value of Building Permits		
815	\$170,908,841	Note 1	
-	\$0	Note 1	
167	\$90,866,913	Note 1	
982	\$261,775,754		
Median Number of Working Days			
9		Note 2	
11		Note 2	
16		Note 2	
15		Note 2	
Number of Complete Applications	Number of Incomplete Applications	Total Number of Complete and Incomplete Applications	
860	0	860	
58	0	58	
55	0	55	
1	0	1	
974	0	974	

PLANNING AND DEVELOPMENT				2017
Land Use Planning				
	RESIDENTIAL UNITS WITHIN SETTLEMENT AREAS	TOTAL RESIDENTIAL UNITS	TOTAL SECONDARY UNITS	
Number of residential units in new detached houses (using building permit information)	203	250	8	
Number of residential units in new semi-detached houses (using building permit information)	10	16	0	
Number of residential units in row houses (using building permit information)	62	62	0	
Number of residential units in new apartments/condo apartments (using building permit information)	112	112	0	
Subtotal	387	440		
Land Designated for Agricultural Purposes		DATA	UNITS	
Hectares of land designated for agricultural purposes in the Official Plan as of December 31, 2017		37,089	Hectares	
<i>Note 4: 2016 Land designated for agricultural purposes was restated to provide more accurate data.</i>				

2016			
RESIDENTIAL UNITS WITHIN SETTLEMENT AREAS	TOTAL RESIDENTIAL UNITS		
204	252		
2	2		
257	258		
0	0		
463	512		
DATA	UNITS		
37,089	Hectares	<i>Note 4</i>	

RECREATION SERVICES			2017
Trails			
	DATA	UNITS	
Total kilometres of trails (owned by municipality and third parties)	185	KM	
Indoor Recreation Facilities			
	DATA	UNITS	
Square metres of indoor recreation facilities (municipally owned)	34,637	m ²	
Outdoor Recreation Facilities			
	DATA	UNITS	
Square metres of outdoor recreation facility space (municipally owned)	438,551	m ²	

2016

DATA	UNITS
185	KM

DATA	UNITS
34,637	m ²

DATA	UNITS
438,551	m ²

TRANSPORTATION SERVICES		2017	
Paved Roads			
Roads: Total Paved Lane KM		1,253	KM
Condition of Roads : Number of paved lane kilometres where the condition is rated as good to very good		682	KM
Has the entire municipal road system been rated?.		Yes	
Indicate the <i>rating system</i> used and the <i>year the rating was conducted</i>		Pavement Condition Index 2016	
Note 5: 2016 Total Paved Lane KM's were restated to provide more accurate data.			
Unpaved Roads			
Roads: Total Unpaved Lane KM		241	KM
Winter Control			
Total Lane KM maintained in winter		1,601	KM
Transit			
Total number of regular service passenger trips on conventional transit in service area		6,285	
Population of service area		1,300	
Bridges and Culverts			
Bridges and Culverts : Total Square Metres of Surface Area on Bridges and Culverts		14,463	m ²
Have all bridges and culverts in the municipal system been rated?		Yes	
Indicate the rating system used and the year the rating was conducted		MTO Bridge Condition Index - 2017	
		Number of structures where the condition of primary components is rated as good to very good, requiring only repair	Total Number
	Bridges	48	75
	Culverts	29	60
	Subtotal	77	135
Note 6: 2017 area confirmed through consultant review of each structure per Ontario Structural Inspection Manual. This will be used as the baseline going forward.			

Note 6: 2017 area confirmed through consultant review of each structure per Ontario Structural Inspection Manual. This will be used as the baseline going forward.

2016		
1,253 KM	Note 5	
504 KM		
Yes		
Pavement Condition Index 2016		
241 KM		
1,596 KM		
4,600		
1,234		
14,784 m ²	Note 6	
Yes		
Bridge Condition Index and Deferral Cost Analysis - 2016		
Number of structures where the condition of primary components is rated as good to very good, requiring only repair		Total Number
53	73	Note 6 Note 6
30	59	
83	132	

Note 6
Note 6



2017 MUNICIPAL PERFORMANCE MEASUREMENT PROGRAM

SCHEDULE A

ENVIRONMENTAL SERVICES		2017	2016
Storm Water Management			
Urban Storm Water Management: Total KM of Urban Drainage System plus (0.005 KM times No. of Catch basins)		235 KM	235 KM
Rural Storm Water Management: Total KM of Rural Drainage System plus (0.005 KM times No. of Catch basins)		1,221 KM	1,221 KM

Memorandum

Date: Tuesday, April 3, 2018

To: Members of Council

From: Venus Garnett, Financial Analyst, Finance and Infrastructure Services

Subject: Treasurer's Investment Report for 2017

EXECUTIVE SUMMARY

- The Town of Caledon's total of cash and investment balance was \$138.0 Million as at December 31, 2017 allocated to long term investment, short term investments, cash and high interest saving account (HISA):
 - Long Term Investments \$69.5 Million
 - Short Term Investments \$28.3 Million
 - Cash and Cash Equivalents (HISA) \$40.2 Million
- Overall cash and investments increased by \$6.8 Million in 2017

Background

The purpose of this memo is to provide Council with the Treasurer's Investment Report for 2017 and to comply with the Treasurer's reporting requirements as set out by Ontario Regulation 438/97 of the *Municipal Act, 2001*.

Applicable Legislation and Requirements

Section 418 of the *Municipal Act, 2001* permits the municipality to invest money that it does not require immediately in accordance with certain rules as set out in Ontario Regulation 438/97, as amended, made under the *Municipal Act*.

Regulation 438/97 as amended, sets out various permissible securities such as bonds or debentures issued by Canada, a province or a municipality, and provides that a municipality can only invest in such permitted securities. The regulation also requires the Treasurer to provide a memo to council, at least annually, which includes in summary the following items;

- a) A statement of the performance of the portfolio
- b) The proportion of the total investments that are invested in the municipality's own long term and short term securities
- c) A statement whether the investments are consistent with the municipality's investment goals and policies
- d) A record of the date, purchase and sale prices of the security transactions during the year

FINANCIAL IMPLICATIONS

Average investment balances (including cash) and rates of return on long-term and short-term investments in 2017 are outlined in Schedule A and the investment activity during the year is detailed in Schedule B of this memo.

Overall cash and investments increased by \$6.8 Million from 2016 to 2017 due to:

- Increase in revenue from supplementary assessment received from the Municipal Property Association Corporation (MPAC)
- An increase in deferred revenue which relates primarily to development charges collected in 2017, Federal Gas Tax Funding received and committed but not yet expended.
- Interest income from Investments and late payment fees collected on tax arrears.

With the Town's proactive cash flow management procedures, funds were invested into high interest savings accounts; GIC's; long term bonds and long term deposit notes to provide a better return. The average rate of return has been calculated on the actual rate of return basis. The weighted average rate of return is based on the book value of our investment positions as at December 31, 2017 as shown on schedule A. The long-term portfolios overall were averaging a return of 1.59% along with short-term Bonds/GICs at 1.15% and high interest savings (including cash) at 1.08%. The Town's investment strategy is to be flexible, diversified while minimizing risk. The Town's portfolio in 2017 consists of the investments listed below:

High interest savings accounts (HISA)

Savings accounts that pay a high rate of interest compared to other savings accounts available in the market.

Guaranteed Investment Certificates (GIC's)

Non-redeemable type of investments providing guaranteed returns by a fixed rate of interest for a fixed period of time.

Strip Bonds

The rate of interest earned is guaranteed regardless of how general interest rates fluctuate in the interim, as long as the Strip Bond is held to maturity.

Deposit Note

Pays a fixed rate of interest and have an original maturity date of two to five years.

Step - up Note

A bond with a coupon that increases ("Steps up") on regular intervals while the bond is outstanding.

ATTACHMENTS

Schedule A – Investment Report for 2017

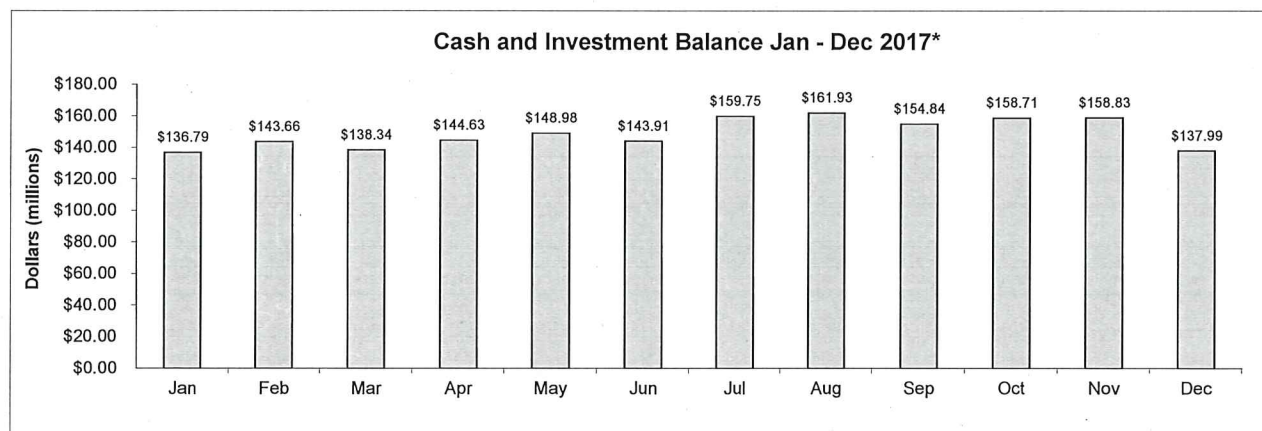
Schedule B – Investment Transactions in 2017

Town of Caledon Investment Report for 2017

	Average Balance	% of Holdings	Yield
Long Term - Bonds/Deposit Notes/GICs	\$64,580,487	43.33%	1.59%
Short Term - Bonds/GICs	\$25,891,890	17.37%	1.15%
HISA & Cash	\$58,557,781	39.29%	1.08%
Total - Average Balance in 2017	\$149,030,158	100.00%	

	2017	2016	Increase/ (Decrease)
Long Term - Bonds/Deposit Notes/GICs	\$69,542,309	\$60,480,508	\$9,061,801
Short Term - Bonds/GICs	\$28,271,567	\$20,999,823	\$7,271,744
HISA & Cash	\$40,173,018	\$49,678,558	(\$9,505,540)
Total Investments and Cash as at December 31, 2017	\$137,986,894	\$131,158,889	\$6,828,005


Note: Investments reported exclude the Town's Debt Retirement fund and sinking funds, held and administered by the Region of Peel.



*Note: Balances above include accrued interest on investments.

Treasurer's Statement:

In my opinion and based on information supplied to me by CIBC Wood Gundy, RBC Dominion Securities, BMO Nesbitt Burns and The ONE Investment Program offered by Local Authority Services (LAS) and CHUMS Financing Corp. (a subsidiary of the Municipal Finance Officers' Association of Ontario), the investments held by the Corporation of the Town of Caledon during the calendar year 2017 were all prescribed securities in accordance with Section 418 of the Municipal Act, 2001 and were all eligible investments as outlined in Ontario Regulation 438/97. In my opinion, all investment transactions in 2017 comply with the Town of Caledon's investment policy.


Heather Haire, CPA, CA
Treasurer

Date

March 22, 2018

Investment Transactions in 2017

Description	Type	Date		Value		Remaining
		Bought	Sold/Matured	Bought	Sold/Matured	
RES Bank of MTL - 5.75%; Maturity 09/26/2017	Strip Bond	7/19/2012	9/26/2017	\$ 4,999,999	\$ (4,999,999)	\$ -
BNS GIC - 1.75%; Maturity 04/28/2017	Annual GIC	4/28/2015	4/28/2017	\$ 3,000,000	\$ (3,000,000)	\$ -
HISA - 0.95%; Maturity 01/11/2017	HISA - 30 Day Cashable	1/11/2016	1/11/2017	\$ 174,374	\$ (174,374)	\$ -
HISA - 0.95%; Maturity 05/15/2017	HISA - 30 Day Cashable	5/13/2016	5/15/2017	\$ 71,639	\$ (71,639)	\$ -
BMO GIC - 1.67%; Maturity 06/02/2017	Annual GIC	6/2/2016	6/2/2017	\$ 5,000,000	\$ (5,000,000)	\$ -
HISA - 0.95%; Maturity 07/14/2017	HISA - 30 Day Cashable	7/14/2016	7/14/2017	\$ 63,000	\$ (63,000)	\$ -
BNS GIC - 1.15%; Maturity 07/31/2017	Flexible GIC Non-transferrable	7/29/2016	7/31/2017	\$ 7,000,000	\$ (7,000,000)	\$ -
HISA - 0.95%; Maturity 08/04/2017	HISA - 30 Day Cashable	8/4/2016	8/4/2017	\$ 156,019	\$ (156,019)	\$ -
HISA - 0.95%; Maturity 01/18/2018	HISA - 30 Day Cashable	1/18/2017		\$ 239,781		\$ 239,781
BNS GIC - 1.30%; Maturity 06/15/2018	Annual GIC	6/15/2017		\$ 5,000,000		\$ 5,000,000
BMO Mortgage Corp GIC Annual - 1.65%; Maturity 06/15/2020	Annual GIC	6/15/2017		\$ 7,000,000		\$ 7,000,000
National Bank of Canada GIC Annual - 1.86%; Maturity 06/15/2021	Annual GIC	6/15/2017		\$ 8,000,000		\$ 8,000,000
Bank of Montreal GIC Annual - 2.00%; Maturity 06/15/2022	Annual GIC	6/15/2017		\$ 8,000,000		\$ 8,000,000
Full Service GIC 2 Year Annual - 1.45%; Maturity 06/17/2019	Annual GIC	6/17/2017		\$ 3,000,000		\$ 3,000,000
CPN Province of Quebec - 2.051%; Maturity 12/01/2023	Government Bond	6/19/2017		\$ 1,999,999		\$ 1,999,999
Bank of Montreal GIC Annual - 1.950%; Maturity 11/05/2018	Annual GIC	11/3/2017		\$ 3,000,000		\$ 3,000,000

Memorandum

Date: Tuesday, April 3, 2018

To: Members of Council

From: Angie Mitchell, Manager, Building Services/Chief Building Official, Community Services

Subject: Building Permit Fees Annual Report - 2017

In accordance with the Building Code Act (Act), as amended, the municipality is required to prepare an annual financial report on building permit fees, outlining how permit revenues have been used by the principal authority to offset the costs to administer and enforce the Act and the Ontario Building Code.

The Ontario Building Code further specifies the annual report must identify,

- (i) the total fees collected in a twelve (12) month period, ending no less than three (3) months before the release of the report;
- (ii) the direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings;
- (iii) the indirect costs of administration and enforcement of the Act, including support and overhead costs, such as human resources, finance/accounting, information technology, and facility space; and
- (iv) the account balance for the Building Permit Stabilization Reserve Fund at the end of the twelve (12) month period.

The Building Permit Stabilization Reserve Fund was established by Council under the authority of the Act to balance the operating costs associated with the administration and enforcement of both the Act and the Ontario Building Code. Stabilization of permit revenues allows the Building Services Division to meet its legislated requirements; ensuring continuity of service delivery without negatively impacting the general tax base. In 2015, Council approved a Building Permit Stabilization Reserve Fund balance budget based on a target ratio of two (2) years of revenues v.s. expenses funding, to allow for the Building Services Division to operate for two years with no new permit activity (sufficient reserves to cover two years of operating costs for the Building Services Division, including the costs associated with performing all duties required to process building permits and conduct all mandatory inspections.)

The 2017 Building Permit Fees Annual Report (attached as Schedule A to this memo) outlines the fees and costs that are directly and indirectly attributable to the costs and associated fees permitted in accordance with the Building Code Act. The following is a breakdown of the revenues and expenses from January 1, 2017 to December 31, 2017:

- The Building Services Division collected a total of \$2,231,036.54 in building permit fees;
- The total of both direct and indirect expenses for the Division were \$2,663,497.25;
- The operating deficit for the Division, to be transferred from the Building Permit Stabilization Reserve Fund is \$432,460.71;

- The audited balance of the Building Permit Stabilization Reserve Fund as of December 31, 2017 is \$2,775,375.85 (after the reserve transfers of \$432,460.71 to offset the operating deficit, and \$246,267.38 dedicated to capital project funding commitments that were approved through Council as part of the 2017 budget process);
- The current Building Permit Stabilization Reserve Fund ratio, based on the reserve balance divided by 2017 actuals is 1.04 years, which is below the targeted balance of 2 years of operating costs in the reserve. Staff will report back on the need to re-evaluate the building permit fee structure and the Division's expenditures as part of the 2019 budget process.

Financial Implications

Building permit fees were established to fully recover the Town's direct and indirect costs for providing services attributable to the administration and enforcement of the Building Code Act and Ontario Building Code. Any surplus revenue from building permit fees is transferred to a reserve fund, to be drawn upon in years when a decline in construction activity yields revenues below the yearly operating costs for the Division. As a result, there is currently no impact to the Town's property tax base related to the services provided through the Building Services Division.

Excluding the transfer to the Building Permit Stabilization Reserve Fund, the Building Division ended 2017 with an audited operating budget deficit of \$432,460.71 (2017 Revenues of \$2,231,036.54 - Expenditures of \$2,663,497.25). The 2017 operating budget deficit was primarily due to lower building permit activity than anticipated for both residential and industrial construction developments. The 2017 operating budget deficit, in the amount of \$432,460.71 was transferred from the Building Permit Stabilization Reserve Fund, account no. 08-00-910-35007-000-25000 in December 2017. Following this transfer, the Building Permit Stabilization Reserve Fund balance is \$2,775,375.85.

At a ratio of 1.04 years, this is the second year that the reserve fund balance has been declining. Staff will continue to monitor building permit activity. If a decline in revenues continues, staff will report back on the need to re-evaluate the building permit fee structure and the Division's expenditures as part of the 2019 budget process.

Attachments

Schedule A – 2017 Building Permit Fees Annual Report

**TOWN OF CALEDON
BUILDING PERMIT FEES ANNUAL REPORT - 2017
Year-to-date Results as of December 31, 2017**

	<u>2017 ACTUALS</u>
REVENUE	
Fees	\$2,231,036.54
Reserve Fund to Revenue	<u>432,460.71</u>
Total Revenues	<u>\$2,663,497.25</u>
 EXPENSES	
Direct	\$1,674,574.25
Indirect	<u>988,923.00</u>
Total Expenses	<u>\$2,663,497.25</u>
 Net Revenues	 <u><u>\$0</u></u>

**BUILDING PERMIT STABILIZATION RESERVE FUND
BALANCE AS OF DECEMBER 31, 2017**

Opening Balance (January 1, 2017)	\$3,420,600.51
Capital Project Funding Commitments	(246,267.38)
Interest	33,503.43
2017 Reserve Fund to Revenue	<u>(432,460.71)</u>
 Closing balance (December 31, 2017)	 <u>\$2,775,375.85</u>

Memorandum

Date: Tuesday April 3, 2018

To: Members of Council

From: Robert Beatty, Specialist, Recreation, Community Services

Subject: Updated Agreement between Albion & Bolton Agricultural Society and the Town of Caledon

BACKGROUND

Albion & Bolton Agricultural Society submitted letter dated October 18, 2017 to Town of Caledon requesting that once the transfer of the Parks of Shed and the land was completed they would like to update the existing agreement with the Town. At the November 28, 2017 General Committee meeting Council recommended the following.

“That staff be directed to collaborate with the Albion & Bolton Agricultural Society to update the agreements in relation to the use of the fairgrounds and arena and to report back to Council by the end of March 2018.”

DISCUSSION

The Transfer of the Parks Shed and the land was finalized on December 20, 2017. The Town covered all the costs associated with the transfer in the amount of \$5,351.00.

Staff met with the Albion & Bolton Agricultural Society on February 20, 2018. At that meeting both parties review the current agreement and discussed existing service levels. The parties also discussed collaboratively a series of recommendations to be made to the existing agreement.

Staff has been working to address those recommendations. To date Staff has been able to accommodate some of those requests.

Staff will continue the dialogue and met with the Agriculture Society as required to share information and review options on the remaining items.

NEXT STEPS

Once a new agreement has been established, staff will bring forward a future report for Council approval.

Memorandum

Date: Tuesday, April 3, 2018

To: Members of Council

From: Erin Britnell, Senior Analyst, Corporate Initiatives, Strategic Initiatives

Subject: Update on Centre for the Arts

At the December 12, 2017 Council meeting the following was resolved:

"...That Council support Mr. Rosa in exploring a partnership opportunity with the Nicolini Family of Bolton and all potential partners regarding a potential Arts Centre in Caledon and report back to Council by April 2018 with an overview of partnership options, location options in Bolton, budget and feasibility of the project; and

That a staff member from Strategic Initiatives be directed to work with Mr. Rosa."

Staff have been working with Mr. Rosa since this resolution. In recent discussions with Mr. Rosa, it was determined that it would be helpful to have staff comments on the proposal prior to coming back to Council with a final presentation to enable a more complete discussion.

Staff will continue to work with Mr. Rosa to provide feedback on his proposal and work towards a final presentation to Council at the earlier opportunity.

Memorandum

Date: Tuesday, April 3, 2018

To: Members of Council

From: September Muller, Senior Financial Analyst - Capital, Finance & Infrastructure Services

Subject: Annual Treasurer's Statement on Development Charge Reserve Funds as of December 31, 2017

The purpose of this memo is to provide Council with information on the Town of Caledon's Development Charge Reserve Funds and related transactions.

Pursuant to Subsection 43 of the *Development Charge Act, 1997 S.O. 1997, c. 27* (DCA), the Treasurer shall present a financial statement to Town Council regarding the development charges reserve funds. The Treasurer's statement must include, for the preceding year,

- (a) statements of the opening and closing balances of the reserve funds and of the transactions relating to the funds;
- (b) statements identifying,
 - (i) all assets whose capital costs were funded under a development charge by-law during the year,
 - (ii) for each asset mentioned in subclause (i), the manner in which any capital cost not funded under the by-law was or will be funded;
- (c) a statement as to compliance with subsection 59.1 (1)

The Town is in compliance with the DCA. Schedules A, B, and C of this memo reflects the required reporting under the DCA, as amended by Bill 73.

A statement of Development Charge reserve fund balances and transactions in 2017, by service area, is listed as Schedule A. Details of 2017 projects funded from Development Charges are listed in Schedule B. A summary of Development Charge Credits for 2017 are recorded on Schedule C.

Development Charge Reserve Funds increased \$2,139,601 net of expenditures, from 2017:

Beginning Balance, 2017:	\$71,021,345
DC Revenue in 2017:	\$7,697,388
Interest earned:	\$622,749
Transfers to capital/debt repayments:	<u>(\$6,180,536)</u>
Net 2017 Increase	<u>\$2,139,601</u>
Development Charge 2017 Closing Balance	\$73,160,946
Less: Balance Committed to Approved Capital Works Projects (Encumbrance)	<u>(\$38,357,007)</u>
Revised 2017 Balance after Commitments	<u>\$34,803,939</u>

Further details are included in the Schedules attached to this memo.

ATTACHMENTS

Schedule A – Statement of Development Charges Reserve Funds

Schedule B – 2017 Project Funding

Schedule C – Development Charge Credits

**TOWN OF CALEDON
STATEMENT OF DEVELOPMENT CHARGES RESERVE FUNDS
AS AT DECEMBER 31, 2017**

	Total	Animal Control	Fire	Library	POA Court Facilities	Public Works	Recreation	Roads & Related	Studies	Storm Water Pond
Opening Balance - Jan 1, 2017	\$ 71,021,345	\$ 11,724	\$ 3,277,841	\$ 3,552,353	\$ 386,692	\$ 2,257,243	\$ 19,708,662	\$ 40,415,927	\$ 935,631	\$ 475,272
Revenues										
Development Charges Act	\$ 7,697,388	\$ 14,247	\$ 376,465	\$ 290,102	\$ 40,783	\$ 220,457	\$ 2,389,426	\$ 4,104,669	\$ 261,239	\$ -
Interest Income	\$ 622,749	\$ 199	\$ 31,854	\$ 37,343	\$ 4,113	\$ 10,331	\$ 165,972	\$ 362,240	\$ 10,414	\$ 283
Total Revenues	\$ 8,320,137	\$ 14,446	\$ 408,319	\$ 327,445	\$ 44,896	\$ 230,788	\$ 2,555,398	\$ 4,466,909	\$ 271,653	\$ 283
Expenses										
Transfers to Capital	\$ 6,133,001	\$ -	\$ 730,799	\$ 141,677	\$ -	\$ 1,091,969	\$ 1,273,539	\$ 2,679,874	\$ 162,502	\$ 52,641
Transfers to Operating for Debenture Repayment	\$ 47,535	\$ -	\$ 47,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 6,180,536	\$ -	\$ 778,334	\$ 141,677	\$ -	\$ 1,091,969	\$ 1,273,539	\$ 2,679,874	\$ 162,502	\$ 52,641
Closing Balance - Dec 31, 2017	\$ 73,160,946	\$ 26,170	\$ 2,907,826	\$ 3,738,121	\$ 431,588	\$ 1,396,062	\$ 20,990,521	\$ 42,202,962	\$ 1,044,782	\$ 422,914
Encumbrance	\$ 38,357,007	\$ -	\$ 1,719,021	\$ 3,350,824		\$ 656,887	\$ 14,324,382	\$ 16,968,887	\$ 914,375	\$ 422,630
Closing Balance Net of Encumbrance - Dec 31, 2017	\$ 34,803,939	\$ 26,170	\$ 1,188,805	\$ 387,297	\$ 431,588	\$ 739,175	\$ 6,666,139	\$ 25,234,075	\$ 130,407	\$ 284

Note 1: Development Charge Reserve Balance is reduced by \$38,357,007 to reflected Encumbrances for approved Capital Projects not funded yet.

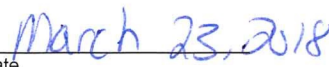
Note 2: Both Roads DC Revenues and Expenses exclude Development Charge Credits as listed in Schedule C of Staff Report 2018-026.

TREASURER'S STATEMENT:

In my opinion the Town is in compliance with the reporting requirements of the *Development Charges Act, 1997*, S.O. 1997, c. 27 (DCA). In 2017, Town staff has complied with *Section 59.1 (1)* of the DCA.



Heather Haire, CPA, CA
Treasurer



Date

TOWN OF CALEDON
2017 Project Funding
For the 12 Months Ended December 31, 2017

Project Number	Project Description	Funding					Encumbrance		
		DC Reserve	Tax ³	Reserve ³	Other ¹	Total	DC	Non-DC ³	Total
14-008	Bolton Fire Station	\$ 684,817	\$ -	\$ -	\$ 284,330	\$ 969,147	\$ 439,592	\$ -	\$ 439,592
16-089	Fire Training Facility	\$ 45,982	\$ 87,500	\$ -	\$ -	\$ 133,482	\$ 919,429	\$ -	\$ 919,429
17-138	Pumper/Tanker Replacement (1996)	\$ -	\$ 1,115,000	\$ -	\$ -	\$ 1,115,000	\$ 360,000	\$ -	\$ 360,000
	Fire Total	\$ 730,799	\$ 1,202,500	\$ -	\$ 284,330	\$ 2,217,629	\$ 1,719,021	\$ -	\$ 1,719,021
16-004	Mayfield West Library	\$ 141,677	\$ -	\$ -	\$ -	\$ 141,677	\$ 3,350,824	\$ -	\$ 3,350,824
	Library Total	\$ 141,677	\$ -	\$ -	\$ -	\$ 141,677	\$ 3,350,824	\$ -	\$ 3,350,824
14-097	Mayfield West Village Blue South Park	\$ 5,009	\$ -	\$ -	\$ -	\$ 5,009	\$ 17,490	\$ -	\$ 17,490
15-069	Johnston Sports Park Phase 2	\$ 15,120	\$ -	\$ -	\$ -	\$ 15,120	\$ 62,212	\$ -	\$ 62,212
16-013	Caledon East Splash Pad	\$ 57,754	\$ -	\$ -	\$ -	\$ 57,754	\$ -	\$ -	\$ -
16-036	Feasibility Assessment & Facility Planning	\$ 29,857	\$ -	\$ -	\$ -	\$ 29,857	\$ 4,153	\$ -	\$ 4,153
16-060	Mayfield West Community Centre	\$ 642,847	\$ 712,500	\$ -	\$ -	\$ 1,355,347	\$ 13,971,478	\$ -	\$ 13,971,478
17-013	Argo Neighbourhood Park - Mayfield West	\$ 259,974	\$ 30,000	\$ -	\$ 63,708	\$ 353,682	\$ 10,026	\$ -	\$ 10,026
17-014	Soccer Field Lighting	\$ 1,187	\$ 20,000	\$ -	\$ -	\$ 21,187	\$ 178,813	\$ -	\$ 178,813
17-016	Palgrave Community Trail	\$ 76,500	\$ 23,500	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
17-017	Bolton Camp - Baseball Diamond	\$ 185,290	\$ 29,500	\$ -	\$ 75,000	\$ 289,790	\$ 80,210	\$ -	\$ 80,210
	Recreation Total	\$ 1,273,539	\$ 815,500	\$ -	\$ 138,708	\$ 2,227,747	\$ 14,324,382	\$ -	\$ 14,324,382
12-011	Kennedy Road Design Land	\$ 41	\$ -	\$ -	\$ -	\$ 41	\$ -	\$ -	\$ -
14-022	2014 Roads Reconstruct & Rehabilitation	\$ 1,119	\$ -	\$ -	\$ -	\$ 1,119	\$ -	\$ -	\$ -
14-101	Kennedy Road (MW 1A) Construction	\$ 360,773	\$ -	\$ -	\$ -	\$ 360,773	\$ 412,117	\$ -	\$ 412,117
14-124	Loring Court Pond	\$ 73	\$ -	\$ -	\$ -	\$ 73	\$ 1,520	\$ -	\$ 1,520
15-134	2015 DC Roads Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,225,373	\$ -	\$ 2,225,373
16-068	Traffic Calming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,112	\$ -	\$ 11,112
16-079	Traffic Signalization	\$ 1,992	\$ -	\$ -	\$ -	\$ 1,992	\$ 189,102	\$ -	\$ 189,102
16-115	Kennedy Road Rehabilitation	\$ 1,010,724	\$ -	\$ -	\$ -	\$ 1,010,724	\$ 95,448	\$ -	\$ 95,448
16-116	George Bolton Parkway	\$ 116,207	\$ -	\$ -	\$ -	\$ 116,207	\$ 6,974,642	\$ -	\$ 6,974,642
16-117	Heart Lake Road Rehabilitation	\$ 482	\$ -	\$ -	\$ -	\$ 482	\$ 587,041	\$ -	\$ 587,041
16-123	George Bolton Parkway Rehabilitation to Coleraine	\$ 373,465	\$ -	\$ -	\$ -	\$ 373,465	\$ 103,290	\$ -	\$ 103,290
17-050	Road Engineering Design & Environmental Assessment	\$ 143,890	\$ 93,361	\$ -	\$ -	\$ 237,251	\$ 291,356	\$ -	\$ 291,356
17-101	Growth-related Roads Program	\$ 671,108	\$ 1,242,066	\$ -	\$ -	\$ 1,913,174	\$ 5,827,886	\$ -	\$ 5,827,886
17-181	Traffic Signal Kennedy Road Abbotside Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
	Roads & Roads Related Total	\$ 2,679,874	\$ 1,335,427	\$ -	\$ -	\$ 4,015,301	\$ 16,968,887	\$ -	\$ 16,968,887
16-205	(3) Single Axle Trucks	\$ 492,226	\$ -	\$ 172,615	\$ -	\$ 664,841	\$ 17,316	\$ -	\$ 17,316
17-025	Yard Renovation & Expansion Phase 1	\$ 599,743	\$ 933,633	\$ -	\$ -	\$ 1,533,376	\$ 453,111	\$ -	\$ 453,111
17-122	Grader	\$ -	\$ -	\$ 240,932	\$ -	\$ 240,932	\$ 186,460	\$ -	\$ 186,460
	Public Works Total	\$ 1,091,969	\$ 933,633	\$ 413,547	\$ -	\$ 2,439,149	\$ 656,887	\$ -	\$ 656,887
11-094	Alton Village Study	\$ 11	\$ -	\$ -	\$ -	\$ 11	\$ -	\$ -	\$ -
11-095	Bolton Bolton Special Policy Area	\$ 2,071	\$ -	\$ -	\$ -	\$ 2,071	\$ 10,764	\$ -	\$ 10,764
14-051	Bolton Residential Expansion Study	\$ 474	\$ -	\$ -	\$ -	\$ 474	\$ 115,874	\$ -	\$ 115,874
14-081	Zoning By-law Upgrade Year 2	\$ 261	\$ -	\$ -	\$ -	\$ 261	\$ 6,015	\$ -	\$ 6,015
14-085	Growth Management Study	\$ 11,009	\$ -	\$ -	\$ -	\$ 11,009	\$ 13,651	\$ -	\$ 13,651
14-086	GTA West Corridor Long Range Land Use Study	\$ 5,092	\$ -	\$ -	\$ -	\$ 5,092	\$ 22,035	\$ -	\$ 22,035
15-125	Boundary Expansion Study	\$ 14,727	\$ -	\$ -	\$ -	\$ 14,727	\$ 307,795	\$ -	\$ 307,795
15-160	Development Charge Appeals	\$ 7,632	\$ -	\$ -	\$ -	\$ 7,632	\$ 170,848	\$ -	\$ 170,848
15-169	Whitebelt Visioning Exercise	\$ 30,300	\$ -	\$ -	\$ -	\$ 30,300	\$ -	\$ -	\$ -
16-156	Grade Separation & Bolton Residential Expansion Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,400	\$ -	\$ 167,400
16-158	Bolton Queen Street Corridor Study	\$ 14,711	\$ -	\$ -	\$ -	\$ 14,711	\$ 12,259	\$ -	\$ 12,259
16-160	Heritage Designation Study	\$ 4,474	\$ -	\$ -	\$ -	\$ 4,474	\$ -	\$ -	\$ -
16-161	Land Use Policies - OP Review	\$ 71,740	\$ -	\$ -	\$ -	\$ 71,740	\$ 48,935	\$ -	\$ 48,935
17-039	Alton Village Heritage Study	\$ -	\$ 41,200	\$ -	\$ -	\$ 41,200	\$ 38,800	\$ -	\$ 38,800
	Studies Total	\$ 162,502	\$ 41,200	\$ -	\$ -	\$ 203,702	\$ 914,375	\$ -	\$ 914,375
17-150	Stormwater Management Program	\$ 52,641	\$ 1,000,000	\$ -	\$ -	\$ 1,052,641	\$ 422,630	\$ -	\$ 422,630
	Stormwater Total	\$ 52,641	\$ 1,000,000	\$ -	\$ -	\$ 1,052,641	\$ 422,630	\$ -	\$ 422,630
	Total Capital (A)	\$ 6,133,001	\$ 5,328,260	\$ 413,547	\$ 423,038	\$ 12,297,845	\$ 38,357,007	\$ -	\$ 38,357,007
Debentures related to Previous Capital Projects									
	Transfer to Operating for Debenture related to Bolton Arterial Route	\$ -	\$ 40,773	\$ -	\$ -	\$ 40,773	\$ -	\$ -	\$ -
	Transfer to Operating for Debenture related to Fire Aerial Truck ²	\$ 47,535	\$ -	\$ -	\$ -	\$ 47,535	\$ -	\$ -	\$ -
	Total Debentures (B)	\$ 47,535	\$ 40,773	\$ -	\$ -	\$ 88,308	\$ -	\$ -	\$ -
	Total Capital & Debenture Payments (A+B)	\$ 6,180,536	\$ 5,369,033	\$ 413,547	\$ 423,038	\$ 12,386,153	\$ 38,357,007	\$ -	\$ 38,357,007

¹ Region of Peel Funding (14-008), Mayfield West Group Funding (17-013), Grant received by Bolton Braves (17-017).

² Debenture was for growth-related portion of aerial acquisition only, Fire Aerial debt is 100% Growth Portion. In 2011 Non-DC Tax portion of fire aerial is the amount of \$69,384.26 was fully funded by Tax.

³ Non-DC Funding is funded in the year project is approved.

TOWN OF CALEDON
Development Charge Credits
For the 12 Months Ended December 31, 2017

SERVICE AREA: ROADS & RELATED				
Credit Holder	January 1, 2017 Balance	DC Credits Earned by Developer During Period	DC Credits Provided by Town During Period	December 31, 2017 DC Credits Balance Available
Mayfield West Developers Group	\$4,012	(\$85,090)	\$0	(\$81,078)
Mayfield Station Developers Group	\$0	\$239,213	\$0	\$239,213
SERVICE AREA: STUDIES				
Credit Holder	January 1, 2017 Balance	DC Credits Earned by Developer During Period	DC Credits Provided by Town During Period	December 31, 2017 DC Credits Balance Available
Mayfield Station Developers Group	\$0	\$1,067,671	\$0	\$1,067,671

December 13, 2017

Honourable Ginette Petitpas Taylor
Federal Minister of Health
70 Colombine Driveway
Ottawa, ON K1A 0K9

Dear Honourable Ginette Petitpas Taylor:

RE: REQUEST FOR GREATER OVERSIGHT OF LICENSED CANNABIS OPERATIONS

I am writing to advise that at the Council meeting held on December 12, 2017, Council adopted a resolution regarding a Request for Greater Oversight of Licensed Cannabis Operations.

The resolution reads as follows:

Whereas residents have concerns with odours and other nuisances resulting from licensed cannabis operations;

Whereas cannabis operators are licensed by the Federal Government through Health Canada;

Whereas municipalities receive complaints and do not have the jurisdiction to address all of the issues; and

Whereas concerns with licensed producers of cannabis are currently under the jurisdiction of the local police services as the first point of contact;

Now therefore be it resolved that the Town of Caledon send correspondence to The Honourable Ginette Petitpas Taylor, Federal Minister of Health regarding these concerns in order to advocate for greater oversight and enforcement of licensed cannabis operations to ensure complaints and public concerns are addressed.

For more information regarding this matter, please contact Laura Hall, Manager of Regulatory Services, Corporate Services at 905-584-2272, ext. 4288.

Thank you for your attention to this matter.

Sincerely,


for Carey deGorter
General Manager, Corporate Services/Town Clerk
e-mail: carey.degorter@caledon.ca

cc. Laura Hall, Manager of Regulatory Services, Town of Caledon



Health
Canada

Santé
Canada

RECEIVED

MAR 16 2018

TOWN OF CALEDON
CLERK'S DEPARTMENT

Carey deGorter
General Manager, Corporate Services/Town Clerk
Town Hall
6311 Old Church Road
Caledon, ON
L7C 1J6

MAR 12 2018

Dear Ms. DeGorter:

I am writing in response to your letter of December 13, 2017, addressed to the Honourable Ginette Petitpas Taylor, Minister of Health, regarding cannabis for medical purposes. I have been asked to reply to you directly. I sincerely apologize for the delay in responding.

Thank you for sharing the Town of Caledon's Resolution. I would like to provide you with some information which I hope will prove useful.

The *Access to Cannabis for Medical Purposes Regulations* (ACMPR) govern Canada's medical cannabis program.

Under the ACMPR, Canadians who have been authorized by their health care practitioner can access cannabis for medical purposes in three ways:

- purchase quality-controlled cannabis (fresh or dried marijuana or cannabis oil) from a wide variety of producers licensed and inspected by Health Canada;
- produce a limited amount of cannabis for their own medical purposes; or
- designate someone to produce it for them.

Applications to become a licensed producer of cannabis for medical purposes under the ACMPR are subject to rigorous review throughout all stages of the application process. Applicants must demonstrate how they would be in compliance with regulations including the ACMPR, the *Controlled Drugs and Substances Act*, and the *Food and Drugs Act*.

Under the ACMPR, federally licensed producers must ensure they have an air filtration system in areas where cannabis is present to prevent the escape of odours and pollen (per section 61 of the ACMPR). In addition, before submitting an application for a

Canada

commercial producer's licence, an applicant must provide written notice to local authorities—including the local government, local police force or RCMP detachment responsible for the area, and the local fire authority—to inform them of their intention to submit an application.

Please note that while there is a high degree of compliance in the licensed industry, there are enforcement actions Health Canada may take when non-compliance issues are identified. The Department conducts frequent, unannounced inspections of all licensed producer facilities. Any concerns about issues of non-compliance should be submitted via email to the Compliance and Enforcement Division at CMC@hc-sc.gc.ca.

Individuals authorized to produce cannabis for their own medical purposes must abide by the law and operate at all times within the limits set out when they were registered or licensed by Health Canada. Any individuals authorized to produce cannabis who disregard their registration or licence requirements—or any other related legislation—may be subject to law enforcement measures. These requirements include respecting their plant, storage, and possession limits, which are established by the daily dose as authorized by their health care practitioner. The possession limit is the lesser of either 150 grams or a 30-day supply of dried marijuana (or the equivalent in cannabis product).

These individuals are only authorized to produce and possess cannabis for their own medical purposes (or for the individual they are designated to produce for), and it is illegal for them to share, provide, or sell cannabis to anyone else.

It is important to note that Health Canada has published recommended safety and security considerations under the ACMPR, which include taking steps to limit odours coming from personal and designated production sites. The Department also emphasizes the requirement for registered individuals to comply with all relevant provincial/territorial and municipal laws, including local by-laws about zoning, electrical and fire safety, as well as all related inspection and remediation requirements. You may find these safety and security considerations here: <http://healthycanadians.gc.ca/drugs-products-medicaments-produits/buying-using-achat-utilisation/cannabis-medical/access-acces/personal-production-personnelle/safety-considerations-facteurs-prendre-compte-eng.php>.

Health Canada encourages all provinces/territories and municipalities to use the tools at their disposal to ensure that individuals meet all standards and bylaws. Municipalities could, for example, require building permits and inspections of electrical work of production sites. Individuals registered by Health Canada are subject to the applicable provincial and municipal laws and by-laws.

Health Canada appreciates that, as in any regulatory framework, there will be instances where individuals choose to operate outside of the law. Landlords or anyone who suspects activity that may violate a law or a by-law, including the *Criminal Code* of Canada, should immediately contact their local law or municipal by-law enforcement authority. Health Canada supports law enforcement representatives on a daily basis by providing a dedicated service 24 hours a day and seven days a week to confirm, when necessary, that specific individuals are authorized to possess or produce a limited amount of cannabis for medical purposes.

As you know, the Government of Canada intends to bring into force the proposed Cannabis Act, no later than the summer of 2018, if Bill C-45 receives Royal Assent.

Municipalities will be key partners in supporting the implementation of the proposed legislation. It is anticipated that municipalities will work closely with their respective provincial or territorial governments to support the oversight and regulation of cannabis distribution and sales once the Cannabis Act comes into force.

It is also anticipated that municipalities will play an important role in enforcing local zoning and density bylaws, building standards and matters related to the minimum age of purchase, personal cultivation, personal possession limits, smoking restrictions, and public nuisance complaints. These will be enforced through municipal by-law, health and safety inspectors and police.

You can read about the proposed legislation at www.canada.ca/cannabis and follow its progress at www.parl.gc.ca.

If you have any further questions, you may contact the Office of Medical Cannabis directly at OMC-BCM@hc-sc.gc.ca or toll-free at 1-866-337-7705.

Thank you again for writing.

Yours sincerely,



David Pellmann
Executive Director | Directeur exécutif
Office of Medical Cannabis | Bureau du cannabis médical
Health Canada | Santé Canada

March 20, 2018

Mayor Allan Thompson and Members of Council
Town of Caledon
6311 Old Church Road
Caledon, Ontario
L7C 1J6

Dear Mayor Thompson and Members of Council,

Please be advised that the following resolution in support of recommendations to increase provincial funding to public and First Nation libraries, including an increase from \$33 million to \$50 million for 2018 and the dedication of \$25 million in new annual funding for the development and implementation of Ontario's Digital Library, was passed by the Caledon Public Library Board at their meeting on March 19, 2018.

WHEREAS public libraries provide safe, inclusive, and vibrant community spaces where everyone is welcome to learn, work, connect, collaborate and create; and,

WHEREAS the Caledon Public Library actively builds and nurtures relationships within the community and contributes to a culture of social good by sharing knowledge and resources; and,

WHEREAS the Caledon Public Library continues to evolve its services to meet the changing needs of a growing community; and,

WHEREAS the Caledon Public Library continues to manage public resources with the utmost care and is committed to the sustainability of their services in the context of shifting demand and limited resources; and,

WHEREAS the Caledon Public Library continues to deliver services that support provincial initiatives, such as poverty reduction, lifelong learning and skill development, local economic development, health literacy and bridges the digital divide when providing equitable access to provincial government web sites and services;

THEREFORE BE IT RESOLVED that the Town of Caledon Public Library Board urges the Province of Ontario to recognize the contribution of local libraries within their communities and to cease the 20 year budget freeze to local libraries in an acknowledgement to the services they offer to all residents; and,

BE IT FURTHER RESOLVED that the Town of Caledon Public Library Board urges the Province of Ontario to reinstate adequate and appropriate funding for local libraries, increasing each year going forward in line with the consumer price index; and,

BE IT FINALLY RESOLVED that a copy of this resolution be sent to the Minister of Tourism, Culture, and Sport, to the Ontario Minister of Municipal Affairs, to the local MPP, to the Association of Municipalities Ontario, to the Ontario Library Association, to the Federation of Ontario Public Libraries, and to Town of Caledon Council.

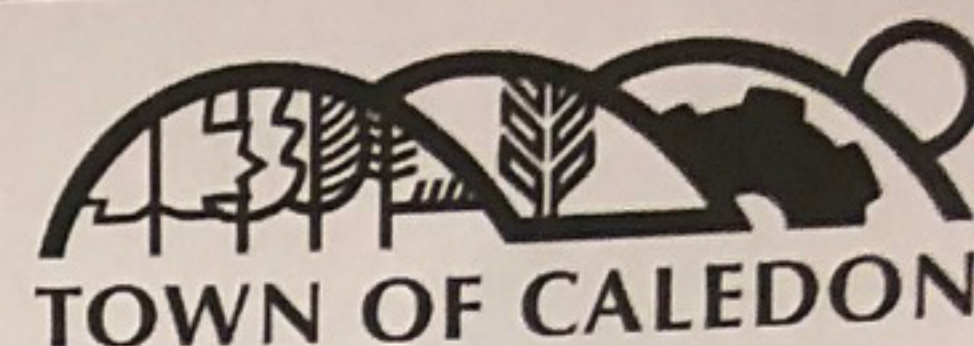
Sincerely,



Colleen Lipp
CEO | Chief Librarian
519.927.5662

cc: B. Mauro, Minister of Municipal Affairs
D. Vernille, Minister of Tourism, Culture and Sport
S. Jones, MPP, Dufferin-Caledon
S. Paterson, Ontario Library Association
S. Abram, Federation of Ontario Public Libraries

Presentation Request Form



Completed Forms shall be submitted to the Legislative Services Section and can be dropped off or mailed to Town Hall, Attn: Legislative Services Section, 6311 Old Church Road, Caledon, ON L7C 1J6; faxed to 905-584-4325 or emailed to agenda@caledon.ca

Applicant Information

Last Name:

Daub

First Name:

Stacey

Street Number:

100

Street Name:

Rolling Hills Drive

Town/City:

Orangeville, ON

Postal Code:

L3W 4X9

Email Address:

jhamilton@headwatershealth.ca

Contact Number:

Please state the purpose of the presentation (subject matter to be discussed) and any other relevant information regarding the Presentation Request:

From: Jennifer Hamilton, Senior Communications & Stakeholder Engagement Partner on behalf of CEO, Stacey Daub.

Re: Headwaters Health Care Centre - Strategic Planning

We are working on Headwaters Health Care Centre's strategic plan to ensure our services and facilities meet our region's evolving needs. Engagement has been and will continue to be an important part of any planning process we do. We expect to engage the community and our staff, physicians and volunteers in town halls, at events, focus groups, newsletters, via the web and through surveys over the course of this year.

As an important community partner, Stacey Daub would like to give a brief presentation to council and address any questions council might have. Others from Headwaters will be in attendance.

We would ideally like to address council in April or May 2018.

Thank you for your consideration.

Personal information contained on this form is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the purpose of providing correspondence relating to matters before Council.

Please note that all meetings are open to the public except where permitted to be closed under legislated authority. Council meetings are audio recorded and available on the Town's website. Questions about this collection should be forwarded to the Municipal Freedom of Information Coordination at 905.584.2272.