

MINUTES FROM THE SPECIAL MEETING OF THE COUNCIL FOR THE VILLAGE OF CARMACKS ON SEPTEMBER 24th, 2024, IN THE MUNICIPAL COUNCIL CHAMBERS

PRESENT: Deputy Mayor: J. Lachance

Councillors: D. Mitchell, D. Hansen, H. Belanger

Staff: CAO M. Cybulski, P. Singh

Regrets: Mayor Lee Bodie, Councillor D. Mitchell

ORDER: Deputy Mayor: J. Lachance called the meeting to order at 5:00 PM.

AGENDA: Council reviewed the agenda.

- 01 M/S Councillors D. Hansen, H. Belanger motioned that the agenda be accepted as presented.**

CARRIED

BYLAWS

3.1. Municipal Enforcement By-law 308-24

- 02 M/S Councillors D. Hansen, H. Belanger motioned to Give the By- law 308-24 third/final reading.**

CARRIED

ADJOURNMENT

- 03 M/S Councillor H. Belanger, D. Hansen motioned to adjourn the meeting 5:02PM.**

CARRIED

Deputy Mayor J. Lachance adjourned the meeting at 5:02PM.

Deputy Mayor J. Lachance

CAO Matthew Cybulski

MINUTES FROM THE REGULAR MEETING OF THE COUNCIL FOR THE VILLAGE OF CARMACKS ON OCTOBER 3RD, 2024, IN THE MUNICIPAL COUNCIL CHAMBERS

PRESENT: Mayor: Lee Bodie

Councillors: J. Lachance, D. Mitchell, D. Hansen, H. Belanger
Staff: CAO M. Cybulski (On Phone), P. Singh

ORDER: Mayor Lee Bodie called the meeting to order at 7:00 PM.

AGENDA: Council reviewed the agenda.

24-19-01 M/S Councillors D. Hansen, H. Belanger motioned that the agenda be accepted as presented.

CARRIED

MINUTES: From the regular meeting on September 17th, 2024

24-19-02 M/S Councillors D. Hansen, H. Belanger motioned that the minutes be accepted as presented.

CARRIED

4. Delegation

4.1 RCMP Report

Corporal David MacNeil presented with RCMP monthly report for September 2024 to mayor and council and discussed important matter to keep the community safe.

6. REPORTS

6.1 Councillor Activity Reports

Councillor D. Hansen presented council with resolution update for AYC from September 2024

Councillor H. Belanger described her busy schedule with health center.

Councillor J. Lachance described his activities from recent days that he was busy helping AFO manager with Zamboni and moreover he attended truth and reconciliation day

event. He also mentioned that he is excited that minor hockey is coming back at recreation center.

Councillor D. Mitchell informed that he was busy with fire department training and moreover there is change in the delegation for Carmacks Volunteer Fire Department and young firefighters are stepping up and taking the responsibilities.

6.2 Mayor's Report

Mayor Bodie mentioned municipal elections are coming up, described the activities in the community.

6.3 Finance Report

Mayor and Council reviewed the Finance report provided by Finance Officer A. Wylimczyk.

6.4 Public Works Report

Mayor and Council reviewed the Public Works report provided by PWGM J. Wylimczyk and discussed it with CAO M. Cybulski.

6.5 Recreation Report

Mayor and Council reviewed the Recreation report provided by Recreation Director C. Johnnie and discussed it with CAO M. Cybulski.

6.7 ByLaw Enforcement Report

Mayor and Council reviewed the ByLaw Enforcement report provided by ByLaw Officer T. Mortimer and discussed it with CAO M. Cybulski the recent activities happened in September 2024.

6.8 AYC

Councillor D. Hansen presented council with resolution update for AYC from September 2024

BYLAWS

7.1. Animal Control By- law 306-24

Council tabled Animal Control By-law 306-24 and schedule the discussion for next council meeting.

7.2. Traffic & Parking By- law 307-24

24-19-03 M/S Councillors J. Lachance, D. Mitchell motioned to give Traffic & Parking By- law 307-24 third and final reading.

CARRIED

7.3. Carmacks Volunteer Fire Department By- law 309-24

M/S Councillors J. Lachance, D. Mitchell opted out of the discussion on By-Law 309-24 due to conflict of interest.

24-19-04 M/S Councillors D. Hansen, H. Belanger motioned to give Carmacks Volunteer Fire Department By- law 309-24 first reading with amendments to Schedule “A”: Indemnity Schedule.

CARRIED

24-19-05 M/S Councillors D. Hansen, H. Belanger motioned to give Carmacks Volunteer Fire Department By- law 309-24 second reading.

CARRIED

7.4. Council Indemnity By- law 310-24

24-19-06 M/S Councillors H. Belanger, J. Lachance motioned to bring By-Law 310-24 Council Indemnity, to the table for discussion.

CARRIED

24-19-07 M/S Councillors H. Belanger, J. Lachance motioned to give By-Law 310-24 first reading with amendments.

CARRIED

New & Unfinished Business

8.1 a) VoC Recreation Subsidy Policy

Council tabled VoC Recreation subsidy Policy and schedule the discussion for next council meeting.

QUESTION PERIOD

No questions from the public.

IN-CAMERA

Motion to move into Closed Meeting in accordance with the Yukon Municipal Act, Section 213 (3) (a) if in the case of a council, the council decides during the meeting to meet as a council committee to discuss a matter.

24-19-08 M/S Councillor H. Belanger, D. Hansen motioned to go in-camera at 8:06PM.

CARRIED

An in-camera discussion by Council regarding a legal matter.

24-19-09 M/S Councillor D. Hansen, D. Mitchell motioned to go out of in-camera at 9:05 PM.

CARRIED

ADJOURNMENT

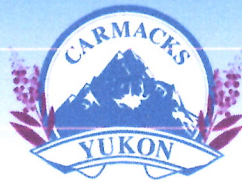
24-19-10 M/S Councillor H. Belanger motioned to adjourn the meeting at 9:08 PM.

CARRIED

Mayor Lee Bodie adjourned the meeting at 9:08PM.

Mayor Lee Bodie

CAO Matthew Cybulski



Village of Carmacks
P.O. Box 113
Carmacks, YT Y0B 1C0

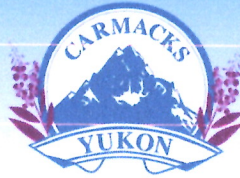


Village of Carmacks Bylaw Services By Weekly Report October 15th 2024

OCCURRENCES

Category	October 2024
Dogs at Large	7
Open Spaces Bylaw Infractions	4
Traffic Bylaw Infractions	1
Public Encounters	12

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Fax: (867)863-6606
Email: info@carmacks.ca



Village of Carmacks
P.O. Box 113
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Category	October 2024
Littering/Environmental Infractions	3
Parking Violations	1
Business License Violations	0
Community Engagement Initiatives	3
Unsecured Loads	1
Other Infractions	1

NOTES:

The statistic numbers in this report may change monthly as incidents are investigated further and any additional charges are identified.

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Community Engagement and Activities

1. **Community Patrols:** During October, Bylaw Enforcement conducted a total of 15 patrols throughout the community, focusing on open spaces, dog control, littering and unsecured loads. Officers engaged with residents to promote awareness of bylaw compliance and community safety.
2. **Dogs at Large:** Six incidents involving dogs at large were recorded this month. Officers successfully contacted the owners in all cases, providing education about responsible pet ownership and Registered the dogs in the process.
3. **Open Spaces Bylaw Infractions:** Four open spaces bylaw infractions were recorded, mainly concerning littering and unauthorized use of trails by ATV's, Vehicles. Bylaw Enforcement issued verbal warnings and provided information on the bylaws to individuals engaged in these activities.
4. **Unsecured Loads:** One incident involving an unsecured load was documented. Bylaw Enforcement and Public Works addressed the issue on-site and educated the vehicle operator about the importance of securing loads for public safety. Future enforcement efforts will focus on this area once Bylaw is equipped with the necessary emergency equipment, including lights, sirens, and officer safety gear.
5. **Public Encounters:** Village Bylaw Officer conducted 12 public encounters this month, which included issuing warnings for minor infractions and assisting community members with inquiries about bylaws and

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enforcement procedures and made acquaintance with the Conservation Officer and RCMP.

Notable Occurrences:

- **Incident 202410011:** Bylaw Services responded to a report a Commercial vehicle with an unsecured load on Rowlinson Dr. Upon arrival at the scene, Officer Ferraz documented the presence of rocks and gravel that had spilled onto the roadway, creating an obstruction for passing traffic.
- Recognizing the potential safety hazard, Officer Ferraz promptly contacted Public Works to remove the gravel. The following day, the vehicle operator apologized to Village staff for the incident and was issued a warning regarding the importance of securing loads to prevent similar occurrences in the future.

End of Report.

Bylaw Services Constable:

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Email: info@carmacks.ca

CARMACKS VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

SEPTEMBER 2024

September 4: PRACTICE: Regular checks of gear, equipment and machines. SCBA training, hose relay and pump operations were trained with a high stress inoculation mirroring the stress and adrenaline from real life incidents. CVFD members were put to the test and given limited time, lack of visibility, while changing objectives and priorities. CVFD members trained running low on air (SCBA), re-fills, tactical breathing (box breathing) and controlling HR, optimizing breath, work and oxygen. CVFD also trained and demonstrated the importance of collaboration, teamwork, 1-1 and maneuvering in **SAFE** and **TACTICAL** ways. As the saying goes,

“SLOW IS SMOOTH, SMOOTH IS FAST!”

The following members were in attendance:

- Keith SHELDON
- Trent BLACKJACK
- Hunter BLACKJACK
- Blake VANDECAMP
- Dennis MITCHELL
- Elie BATTOUR
- Kaya LEBLANC
- Jens WYLIMCZYK

September 18: PRACTICE: CVFD held an election for the Fire Officer positions within the department. Blake VANDECAMP and Dennis MITCHELL were unanimously voted and hold the same positions. Hunter BLACKJACK was voted the new Training Officer and Trent BLACKJACK voted the new Deputy Chief. [*The CVFD sends the sincerest thank you and appreciation to Outgoing Deputy Chief Andrew STAPLES and Training Officer Justin LACHANCE. The years of service are recognized and appreciated!*](#) (Both LACHANCE and STAPLES remain on the fire department as volunteer firefighters).

Upon election, the theory and book portion of auto extrication was instructed and covered. The following members attended:

The following members were in attendance:

- Keith SHELDON
- Trent BLACKJACK
- Hunter BLACKJACK
- Blake VANDECAMP
- Dennis MITCHELL
- Elie BATTOUR
- Kaya LEBLANC
- Jens WYLIMCZYK

CALL OUTS

SEPTEMBER 6: CVFD responded to a CO ALARM at Angela JOHNNYS. The CVFD responded and stabilized the incident. The following attended:

- Hunter BLACKJACK
- Trent BLACKJACK
- Keith SHELDON

SEPTEMBER 15: CVFD responded to a MVI on the Robert Campbell Hwy. The original call was for a roll over with a patient, however, upon arrival there was no attended in the vehicle. CVFD secured the scene, stabilized the vehicle and relocated the vehicle to an area that did not alter traffic or impede public safety. The following attended:

- Trent BLACKJACK
- Justin LACHANCE
- Brian MURRELL
- Jens WYLIMCZYK

SEPTEMBER 16: CVFD responded to a smoking woodstove on Willow grouse. The CVFD attended scene, secured and ensured the safety of the occupants. CVFD conducted a thorough examine on the woodstove and chimney to ensure no blockage or chimney fires. CVFD stabilized the incident. The following attended:

- Keith SHELDON
- Elie BATTOUR
- Dennis MITCHELL
- Brian MURRELL
- Kaya LEBLANC







Village of Carmacks

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Finance Department Report October 1-15, 2024

2024 Property Tax

Only 2 property owners are in arrears.

Expenditures

Expenditure summary report from October 9th is attached.

Bank Reconciliations

All Bank accounts have been reconciled.

Grants and Funding

YDAP

We received the 2nd payment.

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Village of Carmacks

P.O.Box 113
Carmacks, YT Y0B 1C0

To: Mayor & Council

Date: October 15th, 2024

From: Matthew Cybulski, Chief Administrative Officer, Village of Carmacks

Re: CAO Debrief (September 16th, 2024 to October 11th, 2024)

Chief Administrative Officer (CAO) Report

Subject: Key Updates and Project Progress

- **Canada Summer Jobs Funding Agreement**
 - Funding agreement reporting measures completed for 7 summer staff.
 - Total funding of \$27,000 secured through the Transfer Payment Agreement (TPA).
 - Funds covered staffing costs for the busy summer season.

- **VoC Aquatic Center Revitalization - Project Update**
 - Project delays due to procurement challenges.
 - Contractor actively working to mitigate further delays.
 - Project completion expected later this year to ensure pool operation next season.

- **FireSmart TPA Update**
 - Project initiated under TPA FS-767 with \$25,000 funding from Yukon Government.
 - Wildfire hazard mitigation in high-risk areas around Carmacks (Landfill & Trail Access parcel)
 - Project on schedule for completion by March 2025

- **Grader Station Update**
 - Received response from Minister John Streicker on the land transfer of YG-Grader Station.
 - VoC response required
 - Further risk assessments and permits required due to site contamination.
 - Continued discussions with YG for alignment with VoC's Official Community Plan

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- **Changes to the CCBF Agreement for VoC**
 - Reviewed and compliant with new reporting requirements in the CCBF agreement.
 - Focus remains on sustainable and community-driven projects.
 - **GIC Investment Using CMHC HAF Funding**
 - VoC will invest an additional \$150,000 into a GIC from CMHC Housing Accelerator Fund (HAF).
 - Ensures productivity of unallocated funds while awaiting project initiation.
 - **VoC Account Health Overview**
 - **Capital Projects Account:** \$162,666.32
 - **Operations Checking Account:** \$1,098,445.29
 - **Savings Reserves Account:** \$1,770,228.46
 - **GIC Account:** \$101,676.71
 - Total balance of **\$3,031,340.07 CAD**
 - **\$730,000 remaining** for the current O&M budget.
 - **Romex Road Patch Pilot - River Drive**
 - Planning for road patching using Romex D4000 HR repair mortar.
 - Solution chosen for key hot spots on River Drive to prevent further road damage.
 - High durability and quick curing time critical for minimizing disruptions
 - Pilot to start September 17th
-

Matthew Cybulski
Chief Administrative Officer
Village of Carmacks

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CONTRACT

Village of Carmacks Pool Rehabilitation

August 27, 2024

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Attachments:

- 1)** Payment Procedures Pool Rehabilitation – Section 01 29 00
- 2)** Statement of Requirements
- 3)** Carmacks Pool Rehabilitation Work Scope Photos
- 4)** Swimming Pool Carmacks, Yukon, Sinclair & Associates, August 1990, Marked up record drawings
- 5)** Carmacks Pool Structural Repairs, ISL Engineering and Land Services, August 27, 2024

5. ARTICLE A-5 CONTRACT PRICE

a) The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Prices* items in *Schedule of Prices* are estimated.

Item	Description	Unit	Quantity	Unit Price	Cost
1	MOBILIZATION AND DEMOBILIZATION				
1.1	Mobilization, Demobilization	LS	1	\$57,000.00	\$ 57,000.00
2	GENERAL				
2.1	Supply and install depth markers adhered to vinyl liner (6 locations depths as per existing)	ea.	6	\$ 350.00	\$ 2,100.00
2.2	Paint pool depth on deck to match existing (6 locations depths as per existing)	LS	1	\$ 1,200.00	\$ 1,200.00
2.3	Supply and install escutcheon plates on pool access ladder (8 locations)	LS	1	\$ 880.00	\$ 880.00
2.4	Inspect sand filter functionality, replace sand (925lbs) and complete maintenance	LS	1	\$ 4,500.00	\$ 4,500.00
2.5	Remove existing access hatches and supply and install new Bilco access hatches	ea.	2	\$16,500.00	\$ 33,000.00
2.6	Replace fascia and reinstall gutter to exterior of Mechanical room	LS	1	\$ 3,300.00	\$ 3,300.00
2.7	Remove moss from pool building roof exterior	LS	1	\$ 1,400.00	\$ 1,400.00
2.8	Repair holes in pool building roof (6 small holes)	LS	1	\$ 800.00	\$ 800.00
3	PLUMBING AND MECHANICAL				
3.1	Supply and install new skimmer with appropriate supports and piping modifications	ea.	4	\$ 2,500.00	\$ 10,000.00
3.2	Supply and install 1/2" check valve and repair piping	ea.	1	\$ 2,500.00	\$ 2,500.00
3.3	Supply and install vacuum breakers on hose bibb	ea.	1	\$ 300.00	\$ 300.00
3.4	Supply and install exhaust fan to chemical storage room	LS	1	\$ 2,800.00	\$ 2,800.00
3.5	Supply and install automated chlorine feed system	LS	1	\$20,000.00	\$ 20,000.00
3.6	Supply and install ventilation to chase around pool	LS	1	\$ 8,500.00	\$ 8,500.00
4	ELECTRICAL				
4.1	Replace changing room fixtures with vapor tight LED lighting	ea.	10	\$ 850.00	\$ 8,500.00
5	STRUCTURAL				
5.1	Replace beam supporting changeroom floor with new bearing wall per S1.3 including disposal of removed components	LS	1	\$40,000.00	\$ 40,000.00
5.2	Tighten steel rod cross-bracing of pool roof structure	LS	1	\$ 3,500.00	\$ 3,500.00
5.3	Replace steel angle and fastners supporting pool deck, including misc. repairs per S1.2	LS	1	\$88,000.00	\$ 88,000.00
Total (No GST)					\$288,280.00

b) Total estimated amount payable, excluding 5% G.S.T., by the *Owner* to the *Contractor* for the construction of the *Work* is:

Two hundred and eighty-eight thousand, two hundred and eighty dollars.

\$288,280.00

c) These amounts shall be subject to adjustments as provided in the Contract Documents.
d) All amounts are in Canadian dollars.

6. ARTICLE A-5 PAYMENT

- a) Subject to the provisions of the Contract Documents and a holdback of ten percent (10%) in accordance with applicable legislation, the Owner shall:
 - .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant*, and
 - .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount, and
 - .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price*.
- b) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.
- c) Interest
 - .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - 2% per annum above the prime rate for the first 60 days.
 - 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 Royal Bank of Canada for prime business loans as it may change from time to time.
 - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

7. ARTICLE A-6 WRITTEN NOTICES

- a) *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, or by facsimile or other form of electronic communication. 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 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.
- b) 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

Matthew Cybulski, Chief Administrative Officer
Village of Carmacks
Box 113, Carmacks, Yukon Y0B 1C0
Fax: (867) 863-6606
Email: info@carmacks.ca

Contractor

Aren Coates
Southpaw Construction Inc.
340 Moraine Dr. Whitehorse YT Y1A 0E3
Phone: 867-334-6215 email: southpawconstruction@gmail.com

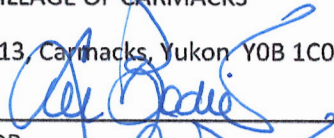
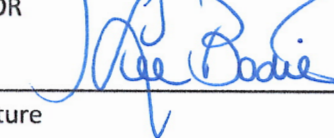
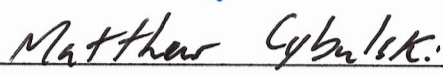
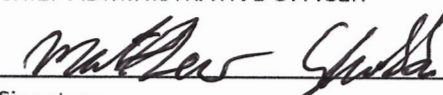
Consultant


Adam Greenwood
Greenwood Engineering Solutions
4 Carpiquet Road, Whitehorse, Yukon Y1A 0J4
Phone: (867) 332-0995
Email: adam@greenwoodengineering.ca

8. ARTICLE A-7 SIGNATURES


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

SIGNED AND DELIVERED in the presence of:

The OWNER: The VILLAGE OF GARMACKS
Address: Box 113, Carmacks, Yukon Y0B 1C0
Per: 
MAYOR

Signature
Per: 
CHIEF ADMINISTRATIVE OFFICER

Signature

The CONTRACTOR: Southpaw Construction Inc.
Address: 340 Moraine Dr. Whitehorse YT Y1A 0E3
Per: Aren Coates, President

Signature

In the Village of Carmacks this 28 day of August of 2024.

Witness: Bryn Battersby Signature: 

GENERAL CONDITIONS

GC-1 DEFINITIONS AND INTERPRETATION

The following definitions shall apply to all Contract Documents.

- 1.1. The **Owner** is the Corporation of the Village of Carmacks.
- 1.2. The **Contractor** is the contractor named in the Contract Agreement.
- 1.3. The **Consultant** is the consulting firm or such other engineer as may from time to time be duly authorized and appointed, in writing, by the Owner, to act for the purposes of this Contract, within the authority and responsibility defined in the Contract Documents. Where a consulting firm or engineer has not been appointed to oversee the Contract for the Village then the term Consultant shall be the Village staff or approved alternate.
- 1.4. The **Superintendent** is an employee or representative of the Contractor who is specifically authorized to be in charge of the Contractor's operations at the site of the Work and is so designated to the Owner in writing.
- 1.5. The **Subcontractor** is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.
- 1.6. **Other Contractor** is any person or firm or corporation employed by the Village other than through the Contractor.
- 1.7. The **Contract Documents** consist of the following documents:
 - the Contract Agreement,
 - the Certificate of Insurance;
 - the General Conditions;
 - the Supplementary Conditions, if any;
 - Specifications;
 - Contract Drawings;
 - Addenda;
 - Field Orders; and,
 - Change Orders.
- 1.8. 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.
- 1.9. The **Contract Time** is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement from commencement of the Work to Substantial Performance of the Work.

- 1.10. The **Schedule of Prices** is the schedule included in Article A-4 - CONTRACT PRICE and, subject to adjustments as provided in the Contract Documents, identifies:
- the items of work;
 - the units of measure, estimated quantity, and Unit Price for each Unit Price item;
 - the price for each lump sum item, if any; and
 - allowances, if any.
- 1.11. 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.
- 1.12. The **Work** is the entire work, including materials, products, labour, equipment transportation, or other facilities or items ancillary to the foregoing, and is required to be done, furnished and performed by the Contractor to complete the Contract, in accordance with these Documents.
- 1.13. The **Place of the Work** is the designated lands or location for completion of the Work. The Village will provide the lands upon which the Work is to be constructed by the date specified in the Notice to Proceed issued by the Owner to the Contractor.
- 1.14. **Progress Payment Certificate** is a certificate issued by the Consultant periodically, upon which payments on account are made.
- 1.15. **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.
- 1.16. **Final Acceptance Certificate** is a certificate issued by the Consultant and the Owner upon the request of the Contractor, after the end of the Maintenance Period provided that the Conditions of the Contract have been met.
- 1.17. The **Maintenance Period** is a specified period of time beginning on the date specified in the Construction Completion Certificate, and ending after all conditions of the Contract have been met.
- 1.18. The **Field Order** is a written communication from the Consultant to the Contractor, clarifying the Contract Documents, issuing instructions or requesting information.
- 1.19. A **Change Order** is a written amendment to the Contract prepared by the Consultant and signed by the Owner and the Contractor stating their agreement upon:
- a change in the Work;
 - the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
 - the extent of the adjustment in the Contract Time, if any.

- 1.20. A **Change Directive** is a written instruction prepared by the Consultant and signed by the Owner directing the Contractor to proceed with a change in the Work within the general scope of the Contract Documents prior to the Owner and the Contractor agreeing upon an adjustment in Contract Price and Contract Time.
- 1.21. **Working Day** means a day from Monday to Sunday, or a holiday, which is used by the Contractor for the performance of Work on Site.
- 1.22. Materials or product described in words which have a well-known technical or trade meaning shall be held to refer to such meanings.
- 1.23. Words importing the singular only also include the plural and vice versa where the context requires.
- 1.24. The laws of the Yukon Territory shall govern the interpretation of the Contract Documents. Any litigation shall be conducted in the courts of the Yukon Territory.

GC-2 CONTRACT AGREEMENT AND INSTRUCTIONS

- 2.1. Three copies of the Contract Agreement shall be signed by the Owner and the Contractor.
- 2.2. If there is a conflict within the Contract Documents:
 - a) The order of priority of documents, from highest to lowest, shall be:
 1. The Contract Agreement.
 2. The Definitions.
 3. Supplementary Conditions.
 4. General Conditions.
 5. Specifications
 6. Drawings
 - b) Later dated documents shall govern over earlier documents of the same type.
- 2.3. The Owner will provide the Contractor up to three copies and an electronic copy of the Contract Documents without charge.
- 2.4. A current set of the complete Contract Documents, in good order, shall be kept at the site of the Work and shall be available to the Consultant.
- 2.5. All copies of drawings and specifications remain the property of the Owner. They shall not be used for any other work, and with the exception of the signed Contract Document set, are to be returned to the Village on request.

GC-3 ADMINISTRATION OF THE CONTRACT

3.1. AUTHORITY OF THE CONSULTANT

- 3.1.1. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 3.1.2. The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents shall be modified or extended only with the written consent of the Owner, the Contractor and the Consultant.
- 3.1.3. If the Consultant's employment is terminated, the Owner shall immediately appoint or reappoint a Consultant against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Consultant.

3.2. ROLE OF THE CONSULTANT

- 3.2.1. The Consultant will provide administration of the Contract as described in the Contract Documents.
- 3.2.2. The Consultant will visit the Place of the Work at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the Work is proceeding in general conformity with the Contract Documents.
- 3.2.3. The Consultant will promptly inform the Owner of the date of receipt of the Contractor's applications for payment.
- 3.2.4. The Consultant will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 3.2.5. Matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be initially referred in writing to the Consultant by the party raising the question for interpretations and findings and copied to the other party.
- 3.2.6. Interpretations and findings of the Consultant shall be consistent with the intent of the Contract Documents. In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor.
- 3.2.7. The Consultant's interpretations and findings will be given in writing to the parties within a reasonable time.

- 3.2.8. The Consultant will have authority to reject work which in the Consultant's opinion does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, Subcontractors, Suppliers, or their agents, employees or other persons performing any of the Work.
- 3.2.9. During the progress of the Work the Consultant will furnish Supplemental Instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant and the Contractor.
- 3.2.10. The Consultant will review and take appropriate action upon Shop Drawings, samples and other Contractor's submittals, in accordance with the Contract Documents.
- 3.2.11. The Consultant will prepare Change Orders and Change Directives.
- 3.2.12. The Consultant will conduct reviews of the Work to determine the date of Substantial Performance of the Work.
- 3.2.13. 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.
- 3.2.14. The Consultant will receive and review written warranties and related documents required by the Contract and provided by the Contractor and will forward such warranties and documents to the Owner for the Owner's acceptance.

3.3. REVIEW AND INSPECTION OF THE WORK

- 3.3.1. The Owner and the Consultant shall have access to the Work at all times. The Contractor shall provide sufficient, safe and proper facilities at all times for the review of the Work by the Consultant and the inspection of the Work by authorized agencies.
- 3.3.2. If work is designated for measurement for payment, tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or by the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notification of when the work will be ready for measurements, tests, inspections and approvals.
- 3.3.3. If the Contractor covers, or permits to be covered, work that has been designated for measurement for payment, tests, inspections or approvals before such measurements, tests, inspections or approvals are made, given or completed, the Contractor shall, if so

directed, uncover such work, have the measurements, tests, inspections, or approvals satisfactorily completed, and make good covering work at the Contractor's expense.

- 3.3.4. The Consultant may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents. If the work is not in accordance with the requirements of the Contract Documents, the Contractor shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of examination and restoration.

3.4. DEFECTIVE WORK

- 3.4.1. The Contractor shall promptly correct defective work that has been rejected by the Consultant as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor.
- 3.4.2. The Contractor shall make good promptly other contractors' work destroyed or damaged by such removals or replacements at the Contractor's expense.
- 3.4.3. If, in the opinion of the Consultant, it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents. If the Owner and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.

3.5. STORAGE FACILITIES AND USE OF PREMISES

- 3.5.1. The Contractor may use such facilities and areas as the Owner may be willing and able to designate for the storage of material and equipment for the job, without charge to the Contractor.
- 3.5.2. Should the Contractor require additional facilities or areas to complete the Work, the Contractor shall make all the necessary arrangements with the owners or occupants of such other facilities or areas and shall pay all rentals and all damages caused by such occupancy and shall furnish good and sufficient releases by the owners or occupants of such land or premises, before Final Payment is made under the contract.
- 3.5.3. The Contractor shall confine all apparatus, the storage of materials and the operations of workers to limits indicated by law, ordinances, permits or directions of the Consultant and shall not unreasonably encumber the premises with materials.

GC-4 EXECUTION OF THE WORK

4.1. PROJECT MEETINGS

- 4.1.1. The Consultant will, in consultation with the Contractor, arrange project meetings and will assume the responsibility for setting times and locations and recording and distributing all minutes.
- 4.1.2. Construction progress meetings will be held on a bi-weekly or as required basis until Substantial Performance is achieved.
- 4.1.3. A pre-construction meeting will be held prior to start of construction to discuss the Work schedule, traffic control, safety, notices to residents, lines of communication, and any other relevant issues.
- 4.1.4. Representatives of the Owner, the Contractor, the Consultant, and if necessary, all sub-contractors, utility companies, and a representative of Occupational Health and Safety will be in attendance.

4.2. WORK SCHEDULE

- 4.2.1. The Contractor shall submit for review and approval, 7 days after award of the Contract, to the Consultant, a Work Schedule which shall show the order in which the Contractor proposes to carry out the Work, dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. Failure to submit a Work Schedule to the Consultant's satisfaction shall be cause for delay in the start of construction or withholding approved Progress Payments, at the Consultant's discretion.
- 4.2.2. The Work Schedule shall be updated monthly by the Contractor or at the Consultant's discretion.
- 4.2.3. If the Contractor is unable to meet the Work Schedule for any reason and if in the opinion of the Consultant and the Owner changes cannot be made to the Schedule, the Contractor shall employ additional forces or work longer hours, at no extra expense to the Owner, as required to bring the Work back on schedule. If the Contractor continues to not meet the Work Schedule, the Owner shall have the right to employ additional forces as required, and to deduct such costs from payments due to the Contractor.

4.3. CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 4.3.1. The Contractor shall have total control of the Work and shall effectively direct and supervise the Work.
- 4.3.2. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the Work under the Contract.

- 4.3.3. The Contractor shall ensure compliance on their part and on the part of all Subcontractors with the latest edition of the Occupational Health and Safety (OH&S) Act and Regulations. Contractor shall ensure that appropriate personnel have up to date first aid certificates as per OH&S minimum first aid regulations.
- 4.3.4. The Contractor shall be responsible for the regulation of traffic during construction, and shall: perform the Work in a manner that will cause the least disruption to traffic; meet with the Consultant and the Owner to review traffic signs and devices required for traffic control, and their anticipated layout.
- 4.3.5. The Contractor shall carefully examine the Contract Documents and shall report in writing to the Consultant any error, inconsistency or omission immediately after the same may be discovered.
- 4.3.6. The Contractor shall employ and provide a competent Superintendent who shall be in attendance at the Work site at all times while Work is being performed.
- 4.3.7. The Superintendent shall represent the Contractor at the Work site and directions given by the Consultant to the Superintendent shall be deemed to have been given to the Contractor.
- 4.3.8. The Contractor shall employ Subcontractors to complete the Work. Nothing contained In the Contract Documents shall create any contractual obligation between any Subcontractor and the Owner.
- 4.3.9. The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage at the Contractor's expense.
- 4.3.10. Before commencing any work, the Contractor shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are reasonably apparent in an inspection of the Place of the Work.
- 4.3.11. The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
- 4.3.12. Prior to commencing the Work, Substantial Performance of the Work and the issuance of the final certificate for payment, the Contractor shall provide evidence of compliance

with workers' compensation legislation at the Place of the Work, including payments due thereunder.

- 4.3.13. At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.

4.4. OTHER CONTRACTORS

- 4.4.1. The Owner reserves the right to let Other Contractors on the site of the Work or to do work with the Owner's own forces on the project.
- 4.4.2. The Owner shall coordinate the Work and Insurance coverage of Other Contractors in-so-far as it affects the Work of this Contract.
- 4.4.3. The Contractor shall promptly coordinate the Work with that of Other Contractors and tie into work constructed by others as specified or shown in the Contract Documents.
- 4.4.4. The Contractor shall report to the Consultant any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract as soon as they become known and shall confirm such deficiencies in writing.

4.5. TEMPORARY FACILITIES

- 4.5.1. The Contractor is responsible to provide and maintain safe access to the Site.
- 4.5.2. The Contractor shall provide for uninterrupted flow of all water courses, sewer mains, pipes, conduits, ditches, and drains encountered during the work. Where this is not feasible, alternative arrangements must have prior approval of the Consultant.
- 4.5.3. The Contractor shall provide and pay: all costs for all water required for performance of the Work.
- 4.5.4. Sanitary facilities are to be provided for the work force by the Contractor. Such facilities must comply with all minimum requirements of the Health Department or other public agencies having jurisdiction and be maintained regularly and in a sanitary condition at all times.
- 4.5.5. The Contractor shall provide and pay for adequate fire protection of the work, storage sheds and adjacent property, including the provision of temporary fire extinguishers and other equipment. Upon completion of the Work, remove all such temporary equipment.
- 4.5.6. The Contractor shall locate a suitable storage/work area on site, or at a location(s) approved by the Consultant. Obtain written permission from the owner of the property for its use.

4.6. NOISE AND DUST CONTROLS

- 4.6.1. All work to be completed in accordance with Village by-laws with respect to noise, hours of work, night and holiday work. Night work or work on holidays requires written permission of the Village.
- 4.6.2. The Contractor shall complete the Work in such a manner that an objectionable amount of dust will not be produced. Dust control measures such as spraying water shall be the responsibility of the Contractor, at no cost to the Owner.

4.7. CLEANUP

- 4.7.1. The Contractor shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- 4.7.2. The burying of waste and rubbish on site will not be permitted. The Contractor will be required to arrange disposal of all wastes at an approved location.
- 4.7.3. Before applying for Substantial Performance, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.
- 4.7.4. Prior to application for the final payment, the Contractor shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.

4.8. NOTICE OF ACCIDENTS AND TOXIC AND HAZARDOUS MATERIALS

- 4.8.1. In the event of any accident caused by or related to the Work being carried out under this contract, the Contractor shall investigate the accident with the Owner's and the Contractor's Safety Representative, and including a representative of Occupational Health and Safety. In addition to compliance with Territorial Regulations, submit to the Consultant and the Owner within two days of its occurrence, a full and complete written report of the accident including the names of the persons involved, nature and character of the injury and/or property damage.
- 4.8.2. If the Contractor encounters toxic or hazardous substances or materials at the site, or has reasonable grounds to believe that toxic or hazardous substances or materials are present at the site, the Contractor shall take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or

materials; and, immediately report the circumstances to the Owner and the Consultant in writing.

GC-5 PAYMENT

5.1. APPLICATION FOR PROGRESS PAYMENT

- 5.1.1. Applications for payment may be made monthly as the Work progresses.
- 5.1.2. 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.
- 5.1.3. As of the last day of the payment period, the amount claimed shall be the value of Unit Price work performed, being the sum of the products of each Unit Price stated in the Schedule of Prices multiplied by the appropriate actual quantity of each Unit Price item that is incorporated in or made necessary by the Work; plus the value of lump sum work performed, proportionate to the amount of the lump sum item, plus the value of Products delivered to the Place of the Work .
- 5.1.4. 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.

5.2. PROGRESS PAYMENT

- 5.2.1. After receipt by the Consultant of an application for payment, the Consultant will promptly inform the Owner of the date of receipt of the Contractor's application for payment and will issue to the Owner and copy to the Contractor, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due.
- 5.2.2. A holdback of 10% of the total value of all Work performed and materials supplied, as shown on the Progress Payment Certificate, shall be retained, for various purposes of the Owner including maintenance of a claim fund, along with any other deductions which the Consultant or Owner considers warranted or which may be required in accordance with the conditions of this Contract.
- 5.2.3. On the second and all subsequent Progress Payment Certificates, the Contractor shall file with the Owner the following:
 - a. a Statutory Declaration that with the exception of the holdbacks retained by the Owner, all claims for payment of material, products, equipment and labour incurred by the Contractor directly or indirectly on account of the Work have

- been paid and no lien exists against the premises in respect to anything done or furnished under this Contract; and,
- b. an updated construction schedule.

- 5.2.4. If the Consultant amends the application, the Consultant will promptly advise the Contractor in writing giving reasons for the amendment.
- 5.2.5. The Owner shall make payment to the Contractor on or before 20 calendar days after the later of the 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.
- 5.2.6. Where the basis of payment for an item is by Unit Price, quantities in progress payments shall be considered approximate until all work required by that Unit Price item is complete.

5.3. SUBSTANTIAL PERFORMANCE

- 5.3.1. When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- 5.3.2. A deficiency holdback will be applied for the minor items that remain uncompleted and deficiencies have not all been rectified. The Owner may withhold payment on uncompleted and deficient work as outlined by the Consultant. This holdback shall be in amounts sufficient, in the estimation of the Consultant, to ensure the Contractor will correct such items, but will be two times the estimated cost to rectify such deficiencies, as determined by the Consultant, of the uncompleted and deficient work.
- 5.3.3. The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor's list and application:
 - .1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
 - .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

- 5.3.4. Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.

5.4. PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE

- 5.4.1. After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:
 - .1 submit an application for payment of the holdback amount,
 - .2 submit Statutory Declaration to state that all accounts for labour, subcontracts, Products, Construction Equipment, and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.4.2. After the receipt of an application for payment from the Contractor, the Consultant will issue a certificate for payment of the holdback amount.
- 5.4.3. In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work.
- 5.4.4. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.
- 5.4.5. Progressive Release of Holdback does not apply unless agreed by the Contractor and Owner.

5.5. FINAL PAYMENT

- 5.5.1. When the Contractor considers that the Work is completed, the Contractor shall submit an application for final payment.
- 5.5.2. The Consultant will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application and advise the Contractor in writing that the application is valid or give reasons why it is not valid.
- 5.5.3. When the Consultant finds the Contractor's application for final payment valid, the Consultant will promptly issue a final certificate for payment.

- 5.5.4. Subject to the applicable legislation, the Owner shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the Contractor.

5.6. WITHHOLDING PAYMENT

- 5.6.1. The Owner may withhold payment on any Progress Payment Certificate as may be necessary or prudent at the sole discretion of the Owner for the protection from loss of:
- a. the Contractor not making satisfactory progress;
 - b. defective work which is not remedied;
 - c. claims filed, or reasonable expectation that claims will be filed, against the Owner or the Contractor;
 - d. the failure of the Contractor to make payments properly to Subcontractors or for materials, products, labour, or otherwise;
 - e. damages caused by the Contractor to another contractor;
 - f. failure to submit an updated construction schedule;
 - g. any other evidence of loss or danger of loss to the Owner, on account of the Contractor's operation; or,
 - h. failure of the Contractor to meet the Schedule of Completions.

When the above grounds are removed, payment shall be made where applicable on the accounts withheld because of them.

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

5.7. NON-CONFORMING WORK

- 5.7.1. 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.

5.8. WARRANTY

- 5.8.1. The warranty period under the Contract is one year from the date of Substantial Performance of the Work.
- 5.8.2. The Contractor shall be responsible for the proper performance of the Work to the extent that the design and Contract Documents permit such performance.
- 5.8.3. The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one-year warranty period.

- 5.8.4. The Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the one-year warranty period.
- 5.8.5. The Contractor shall correct or pay for damage resulting from corrections of the defects and deficiencies.

GC-6 CHANGES IN THE WORK

6.1. OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1. The Owner, through the Consultant, without invalidating the Contract, may make:
 - .1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and
 - .2 changes to the Contract Time for the Work, or any part thereof, by Change Order.
- 6.1.2. The Contractor shall not perform a change in the Work without a Change Order or a Change Directive.

6.2. CHANGE ORDER AND CHANGE DIRECTIVES

- 6.2.1. When a change in the Work is proposed or required, the Consultant will provide the Contractor with a written description of the proposed change in the Work. The Contractor shall promptly present, in a form acceptable to the Consultant, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed change in the Work.
- 6.2.2. When the Owner and Contractor agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order. The value of the work performed as the result of a Change Order shall be included in the application for progress payment.
- 6.2.3. If the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time, the Owner, through the Consultant, shall issue a Change Directive. The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the Change Directive and shall provide the Consultant with copies thereof when requested. The Contractor shall be paid the cost of performing the work plus 10% to cover the Contractor's costs and profit.

6.3. OPTIONAL WORK

- 6.3.1. Optional Work means Work which may be described in the Schedule of Quantities and Prices that will be undertaken and included in the Work at the election of the Owner.

The Contractor shall not be entitled to any payment for Optional Work until the Owner has authorized that Work in a Change Order.

6.4. CONTINGENCY ALLOWANCE

- 6.4.1. When the Consultant directs the Contractor to carry out the work that the Consultant determines to be additional to that required in the Contract, the Consultant may choose to pay for such work from the Contingency Allowance.
- 6.4.2. "Contingency" or "Contingency Allowance" means an allowance to cover the costs of possible Work, such as Concealed or Undisclosed Conditions, or Changes, that is not identified at the Tender Closing but which may become part of the Work. The Contractor shall not be entitled to any payment for Work against a "Contingency Allowance" until the Engineer has authorized that Work in a Change Order. Payment for Contingency Allowances shall be consistent with Extra Work as outlined below.
- 6.4.3. The Contingency Allowance is for the sole benefit of the Owner. While the Owner shall, as required by the contract documents, pay the Contractor for Work performed the Owner has no obligation to pay any of the Contingency Allowance to the Contractor. Any unused portion will be retained by the Owner.

6.5. DELAYS

- 6.5.1. If the Contractor is delayed in the performance of the Work by an action or omission of the Owner, Consultant or anyone employed or engaged by them directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 6.5.2. If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 6.5.3. If the Contractor is delayed in the performance of the Work by Acts of God or War, then the Completion Date shall be changed.
- 6.5.4. No extension shall be made for delay unless written notice of the intention to claim for the extension is given to the Owner by the Contractor within 14 days of the commencement of the delay. Such written notice shall be in the form of a separate letter specifically prepared for that extension, and delivered to the Owner.

6.6. CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1. If the Contractor intends to make a claim for an increase to the Contract Price, or if the Owner intends to make a claim against the Contractor for a credit to the Contract Price, the party that intends to make the claim shall give timely Notice in Writing of intent to claim to the other party and to the Consultant.
- 6.6.2. Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
 - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3. The party making the claim shall submit within a reasonable time to the Consultant a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4. The Consultant's findings, with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 Working Days after receipt of the claim by the Consultant, or within such other time period as may be agreed by the parties.
- 6.6.5. If such finding is not acceptable to either party, the claim shall be settled in accordance with the dispute resolution clauses.

6.7. QUANTITY VARIATIONS

- 6.7.1. The Owner or the Contractor may request an adjustment to a Unit Price contained in the Schedule of Prices provided the actual quantity of the Unit Price item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.2. Where the actual quantity exceeds the estimated quantity by more than 15%, a Unit Price adjusted pursuant to paragraph shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.3. Where the actual quantity falls short of the estimated quantity by more than 15%, a Unit Price adjusted shall apply to the actual quantity of the Unit Price item. The adjusted Unit Price shall not exceed a Unit Price that would cause the payment amount to exceed that derived from the original Unit Price and estimated quantity.
- 6.7.4. The party that intends to request for an adjustment to a Unit Price shall give timely Notice in Writing to the other party and to the Consultant.
- 6.7.5. The Consultant's findings, with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 Working Days after receipt of the claim by the Consultant, or within such other time period as may be agreed by the parties.

- 6.7.6. If such finding is not acceptable to either party, the claim shall be settled in accordance with the dispute resolution clauses.

GC-7 DEFAULT NOTICE

7.1. OWNER'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- 7.1.1. If the Contractor should be declared bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or for any other reason, the Owner may suspend or stop the Work or terminate the contract by giving the Contractor written notice.
- 7.1.2. If the Owner suspends or stops the Work, the Contractor shall immediately stop all operations except those necessary for the care and preservation of the portions of the Work already executed or for the safety of life and property.
- 7.1.3. If the Contractor should:
- a. fail to make sufficient payments due to workers, subcontractors, or suppliers of products, equipment and materials;
 - b. disregard laws or ordinances, or the Consultant's or Owner's instructions;
 - c. abandon the Work or fail to adhere to the Work Schedule, Section 1.37, to such an extent that there is danger of failing to meet Completion dates;
 - d. refuse or fail to supply sufficient properly skilled workers or a proper quality of work, products or equipment necessary for the performance of the Work; or,
 - e. otherwise violate the fundamental conditions of the Contract,

the Owner shall, in writing, instruct the Contractor to correct the default within five Working days. If the default is not corrected within five Working days, then the Owner may, without prejudice to any other right or remedy, terminate the Contract.

- 7.1.4. If the Owner terminates the Contract under the conditions set out above, the Owner shall be entitled to:
- a. take possession of the premises and products;
 - b. withhold further payments to the Contractor until the Work is finished;
 - c. upon completion of the Work determine the full cost of finishing the Work as certified by the Consultant, including compensation to the Consultant and the Owner for additional services and a reasonable allowance as determined by the Consultant to cover the cost of any corrections required and charge the Contractor the amount by which the full cost of finishing the Work exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or,
 - d. on expiry of the Maintenance Period, charge the Contractor the cost of corrections required under the Contract Documents.

- 7.1.5. If a Performance Bond has been provided by the Contractor, the provision of this General Condition shall be exercised in accordance with the conditions of such Performance Bond.

7.2. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- 7.2.1. The Contractor may notify the Owner in writing, with a copy to the Consultant, that the Owner is in default of its contractual obligations if:
- a. the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency;
 - b. the Work should be stopped or otherwise delayed for a period of 90 days or more under an order of any court or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by the Contractor;
 - c. the Consultant fails to issue a Progress Payment Certificate in accordance with these General Conditions; or,
 - d. the Owner, subject to the requirements of these General Conditions, fails to pay to the Contractor when due, any amount certified by the Consultant, or awarded by arbitrators.
- 7.2.2. Such written notice shall advise the Owner that if such default is not corrected within 14 calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy, stop the Work and terminate the Contract.
- 7.2.3. If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit.

GC-8 DISPUTE RESOLUTION

- 8.1. The Consultant shall, in the first instance, be the sole interpreter of the Contract and the sole judge of the performance thereunder by both parties to the Contract. Interpretations and decisions by the Consultant shall be consistent with the intent of the Contract Documents and all decisions shall be given in reasonable time, with no partiality to either party.
- 8.2. Should either the Contractor or the Owner dispute the written interpretation or determination made by the Consultant, that party shall, within seven calendar days of receiving the decision, submit to the Consultant and the other party, a written notice of such dispute setting out all of the relevant details including value of damages and the relevant provisions of the Contract Documents. The other party shall reply to such notice no later than seven calendar days after receiving the notice of the dispute, setting out in such reply all relevant details including provisions of the Contract Documents.

- 8.3. Following receipt of such Notice of Dispute, the Owner and the Contractor shall review the dispute jointly and attempt a resolution by negotiation. If it is not possible to solve the dispute by negotiation, they may, by mutual agreement, engage a mediator to assist them in reaching a resolution.
- 8.4. 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.
- 8.5. Alternatively, or after mediation has failed, the Owner and the Contractor may, by mutual agreement, submit the dispute to arbitration under applicable laws and regulations. The arbitrator's decision shall be binding.
- 8.6. Alternatively, the Owner and the Contractor may commence legal action. Negotiation, mediation, or arbitration shall not be conditions precedent to proceeding with a legal action.
- 8.7. If the matter in dispute is not resolved promptly, the Consultant will give such instructions as are necessary for the proper performance of the Work and to avoid delays pending settlement of the dispute. Both parties shall act immediately according to such instructions, it being understood that carrying out such instructions will not jeopardize any claim which either party may have with respect to this dispute.

GC-9 INSURANCE AND CONTRACT SECURITY

9.1. INSURANCE

- 9.1.1. The Contractor shall indemnify and save harmless the Village of Carmacks from all claims, judgments, liabilities, damages, causes of action, demands, losses and costs that may arise as against the Village of Carmacks by virtue of the operations of the Contractor under this Agreement.
- 9.1.2. The Contractor shall, at his own expense, maintain insurance in the name of the Contractor, including the Village of Carmacks as additional insured against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect to damage to property (including the facilities and property of the Village of Carmacks) arising out of the performance of this Agreement until completion of this Agreement, including, without limiting the generality of the foregoing, public liability and property damage insurance.
- 9.1.3. The Contractor shall provide Certificates of Insurance as outlined below within 14 days from contract award and prior to the execution of the Contract Agreement. The Insurance policies shall include:
 - a) The Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to its existing policy, Comprehensive General Liability

Insurance acceptable to the Village of Carmacks and subject to limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and with a deductible not exceeding \$2,500.

- b) The Contractor shall provide and maintain automobile Liability Insurance, in a form acceptable to the Village of Carmacks, in respect of all licensed vehicles owned, leased or rented by the Contractor subject to limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- c) Where the Contractor's current Insurance policy fails to provide adequate coverage, such policy may be combined with an Umbrella or excess Liability Policy to provide the necessary coverage.
- d) Any insurance specified above shall be endorsed in such a manner that coverage will not be altered or amended in any material way nor cancelled or terminated without 30 days' prior written notice being given to the Village of Carmacks.
- e) Insurance shall be maintained for the duration of the contract.

Part 1 GENERAL

1.1 Summary

- .1 Payment will be made based on the Lump Sum prices, and the Unit Prices in the Bid.
- .2 The method of measurement of quantities for payment and the basis for payment will be in accordance with the following items of this Section. All measurements will be done by the Consultant using generally accepted field survey methods.

Part 2 MEASUREMENT AND PAYMENT

2.1 Item 1 – Mobilization & Demobilization

.1 Item 1.1 – Mobilization, Demobilization

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid. Up to Sixty Percent (60%) of the lump sum bid price may be claimed by the Contractor following mobilization to site. The remaining Forty Percent (40%) may be claimed when the Contractor demobilizes from site. Mobilization and demobilization will only be paid for once unless the Contractor is directed to demobilize and remobilize through a change order. The Consultant using discretion may recommend partial payment if demobilization is not complete.
- .3 **Work Includes:** Mobilization including, insurance, permits, moving personnel, equipment and materials to the site, storage of materials, and all preparation for performing the work; and full demobilization of the above. Demobilization shall also include site clean-up and costs associated with the warranty period.

2.2 Item 2 – General

.1 Item 2.1 – Supply and install depth markers adhered to vinyl liner (6 locations depths as per existing)

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid.
- .3 **Work Includes:** All work, equipment, and labour involved in installing vinyl adhesive depth markers on the pool liner above the water line.

.2 Item 2.2 – Paint pool depth on deck to match existing (6 locations depths as per existing)

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid.
- .3 **Work Includes:** All work, equipment, and labour involved in painting depth markers on the pool deck in corresponding locations to the depth markers installed in item 2.1 and as per the marked-up record drawings.

- .3 Item 2.3 – Supply and install escutcheon plates on pool access ladder (8 locations)**
 - .1 Measurement:** Per work completed.
 - .2 Payment:** Lump Sum price bid.
 - .3 Work Includes:** All work, equipment, and labour involved in installing escutcheon plates to each pool access ladder.

- .4 Item 2.4 – Inspect sand filter functionality, replace sand (925lbs) and complete maintenance**
 - .1 Measurement:** Per work completed.
 - .2 Payment:** Lump Sum price bid.
 - .3 Work Includes:** All work, equipment, and labour involved in inspecting the condition, ensuring the operation of and removing the filter sand and installation of replacement sand for the sand filter and undertaking routine maintenance.

- .5 Item 2.5 – Remove existing access hatches and supply and install new Bilco access hatches**
 - .1 Measurement:** Each item.
 - .2 Payment:** Per item installed.
 - .3 Work Includes:** All work, equipment, and labour involved in cutting the concrete, removing and disposing of the existing cast iron frame and cover and installing new Fiber Reinforced Plastic (FRP) cover, flush with the existing concrete pool deck, present no tripping hazard to users and secured in place. Installation of dowels into the existing concrete and casting new concrete around access hatch.

- .6 Item 2.6 – Replace fascia and reinstall gutter to exterior of Mechanical room**
 - .1 Measurement:** Per work completed.
 - .2 Payment:** Lump Sum price bid.
 - .3 Work Includes:** All work, equipment, and labour involved in removing the existing fascia and replacing with new timber, including the reinstallation of the existing gutter on the fascia or replacement gutter if the existing gutter cannot be salvaged.

- .7 Item 2.7 – Remove moss from pool building roof exterior**
 - .1 Measurement:** Per work completed.
 - .2 Payment:** Lump Sum price bid.
 - .3 Work Includes:** All work, equipment, and labour involved in accessing the roof and removing and disposing of moss from the pool roof.

- .8 Item 2.8 – Repair holes in pool building roof (6 small holes)**
 - .1 Measurement:** Per work completed.
 - .2 Payment:** Lump Sum price bid.

- .3 **Work Includes:** All work, equipment, and labour involved in accessing the roof and repairing holes to make roof watertight.

2.3 Item 3 – Plumbing and Electrical

.1 Item 3.1 – Supply and install new skimmer with appropriate supports and piping modifications

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid.
- .3 **Work Includes:** All work, equipment, and labour involved in removing the existing skimmers, disconnecting the existing plumbing and reconfiguring the plumbing from the equalization port of each skimmer to the main drains.

.2 Item 3.2 – Supply and install 1/2" check valve and repair piping

- .1 **Measurement:** Each item.
- .2 **Payment:** Per item installed.
- .3 **Work Includes:** All work, equipment, and labour involved in removing and disposing of the existing check valve and piping and installation of new check valve and associated piping including fittings and connections to existing piping.

.3 Item 3.3 – Supply and install vacuum breakers on hose bibb

- .1 **Measurement:** Each item.
- .2 **Payment:** Per item installed.
- .3 **Work Includes:** All work, equipment, and labour involved in installing a vacuum breaker on hose bibb.

.4 Item 3.4 – Supply and install exhaust fan to chemical storage room

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid.
- .3 **Work Includes:** All work, equipment, and labour involved in installing an exhaust fan, fixing fan to wall, completing penetration through wall, installation of associated ducting, connection to power supply.

.5 Item 3.5 – Supply and install automated chlorine feed system

- .1 **Measurement:** Per work completed.
- .2 **Payment:** Lump Sum price bid.
- .3 **Work Includes:** All work, equipment, and labour involved in installing and commissioning the automated chlorine feed system.

Item 3.6 – Supply and install ventilation to chase around pool

- .4 **Measurement:** Per work completed.
- .5 **Payment:** Lump Sum price bid.
- .6 **Work Includes:** All work, equipment, and labour involved in installing fan ventilation, ducting, associated fixings to the chase around the pool.

2.4 Item 4 – Electrical

.1 Item 4.1 – Replace changing room fixtures with vapor tight LED lighting

- .1 Measurement:** Per item installed.
- .2 Payment:** Each unit installed.
- .3 Work Includes:** All work, equipment, and labour involved in removing and disposing of existing light fittings, installation of new vapour tight LED light and associated wiring and electrical permitting.

2.5 Item 5 – Structural

.1 Item 5.1 – Replace beam supporting changeroom floor with new bearing wall per S1.3 including disposal of removed components

- .1 Measurement:** Per work completed.
- .2 Payment:** Lump Sum price bid.
- .3 Work Includes:** All work, equipment, and labour involved in replacement of beam supporting changeroom floor with new bearing wall per s1.3, including disposal of removed components.

.2 Item 5.2 – Tighten steel rod cross-bracing of pool roof structure

- .1 Measurement:** Per work completed.
- .2 Payment:** Lump Sum price bid.
- .3 Work Includes:** All work, equipment, and labour involved in the tightening of steel cross-bracing of pool roof structure.

.3 Item 5.3 – Replace steel angle and fasteners supporting pool deck, including misc. repairs per S1.2

- .1 Measurement:** Per work completed.
- .2 Payment:** Lump Sum price bid.
- .3 Work Includes:** All work, equipment, and labour involved in the removal of existing steel angle, cleaning and repair of existing steelwork to remain, installation of new galvanised steel angle and required fixings per S1.2.

1. General Design Requirements

1.1 Objectives

The primary objective of the Carmacks Pool Rehabilitation Project is to address the deficiencies identified in the letter from Yukon Environmental Health Services on December 10, 2019, and subsequent field investigations, to enable the facility to reopen as soon as possible in 2024.

2. Construction Requirements

2.1 Item 1 – Mobilization & Demobilization

.1 Item 1.1 – Mobilization, Demobilization

All Materials and Equipment required to complete the work to be delivered to site and removed following completion of the work.

2.2 Item 2 – General

.1 Item 2.1 – Supply and install depth markers adhered to vinyl liner (6 locations depths as per existing)

Depth markers to be fixed to pool liner at the locations shown in the marked-up record drawings and shall state the pool depth. Markings for pools should be non-slip, be visible to swimmers in the pool, indicate the numerical depth of water in Arabic numerals with a minimum height of 10 cm for each numeral, be of a colour contrasting with the background. Depth marker to be located above the water surface on the pool wall, 30 cm (1 ft) depth increments between the shallow depth and the point of break inclusive, at intervals of no more than 7.6 m (25 ft) measured on the periphery of the pool. Units to be metric.

.2 Item 2.2 – Paint pool depth on deck to match existing (6 locations depths as per existing)

Depth markings to be painted in the same size and similar font on the walkway at the pool edge in 6 locations as per the vinyl markers installed in item 2.1 on the pool wall. Paint used, to be waterproof and slip resistant with either a rubber-base, acrylic or epoxy.

.3 Item 2.3 – Supply and install escutcheon plates on pool access ladder (8 locations)

Escutcheon Plates to be installed on each vertical access ladder tube at the concrete surface of the pool deck. Escutcheon Plates to be Hayward SP1042 or approved equivalent.

.4 Item 2.4 – Inspect sand filter functionality, replace sand (925lbs) and complete maintenance

Pool Sand Filter is Pentair Triton II TR140 and should have the existing sand removed and replaced with new and be serviced and maintained as per the Owners Manual appended to this statement of requirements.

.5 Item 2.5 – Remove existing access hatches and supply and install new Bilco access hatches

Existing access covers and frames to be removed and disposed of, at an approved waste facility off site, including saw cutting, removal and disposal of surrounding concrete. New access hatches to be Bilco Single Leaf Access Door Type J-3AL (914mm x 762mm) or approved equivalent installed as per the manufacturer's instructions. Access hatch to be concreted into place with dowels installed into the surrounding concrete as per the Engineers direction. Access hatch to be mounted flush to the pool deck with no trip hazards. Access hatch to either come supplied with Bilco Thermion SafTrax non-skid finish or have an approved anti slip coating applied.

.6 Item 2.6 – Replace fascia and reinstall gutter to exterior of Mechanical room

Existing rotten timber fascia to be removed and disposed of at an approved waste facility off site. New timber fascia to be installed. Existing gutter to be salvaged and reinstalled where possible. If the existing gutter cannot be salvaged, a like for like replacement is to be sourced by the Contractor and installed.

.7 Item 2.7 – Remove moss from pool building roof exterior

Moss to be removed from pool building roof exterior and disposed of at an approved waste facility off site. Work includes all access and safety equipment required to undertake the removal of the moss from the pool roof.

.8 Item 2.8 – Repair holes in pool building roof (6 small holes)

Holes in pool building roof exterior to be repaired/covered with like for like roofing material.

2.3 Item 3 – Plumbing and Electrical

.1 Item 3.1 – Supply and install new skimmer with appropriate supports and piping modifications

Existing skimmers to be replaced with Hayward SP1080 Series Auto-Skim. PVC Cap to be installed on equalizer piping at each skimmer location (4). Skimmer piping to be disconnected and new plumbing installed to the main drains. All piping to be PVC Schedule 40

.2 Item 3.2 – Supply and install 1/2" check valve and repair piping

½" Check valve to be installed. Check valve to be KITZ CODE#22 (AKYR) threaded or approved equivalent. PVC piping and fittings to be repaired/replaced as required.

.3 Item 3.3 – Supply and install vacuum breakers on hose bibb

Vacuum breaker to be installed on hose bibb. Vacuum breaker to be Zurn Model BF-9 or approved equivalent.

.4 Item 3.4 – Supply and install exhaust fan to chemical storage room

Exhaust fan to be Greenheck SE1 size 8 direct drive propeller exhaust fan or approved equivalent installed as per the manufacturer's instructions. Greenheck 90° weatherhood to be installed on the exterior of the building as per the manufacturer's instructions.

.5 Item 3.5 – Supply and install automated chlorine feed system

Automated Chlorine Controller system should be Hayward HCC 2000 or approved alternative. Hayward HCC 2000 to be installed as per the manufacturer's instructions.

Item 3.6 – Supply and install ventilation to chase around pool

Ventilation to be Greenheck Centrifugal inline Fan SQ-80-DGEX-QD or approved equivalent installed as per the manufacturer's instructions. 100mm ducting and associated fixtures to be installed to the far end of the pool (Approximately 25m in length), within the chase surrounding the pool, to promote air circulation back to the mechanical room. Ducting to limit restriction of access in crawlspace and is to be reviewed by the Engineer prior to procurement.

2.4 Item 4 – Electrical

.1 Item 4.1 – Replace changing room fixtures with vapor tight LED lighting

Lighting to be installed should be Metalux 4SNLED-LD5-41SL-LW-UNV-L840-CD1-U (Type 1, Type 2 and Type 3) or approved equivalent vapor tight LED lighting fixtures that provide a minimum of 161 Lux. Lighting fixtures to be installed as per the manufacturer's instructions.

2.5 Item 5 – Structural

.1 Item 5.1 – Replace beam supporting changeroom floor with new bearing wall per S1.3 including disposal of removed components

Work includes all safety and access equipment required. Install 2x4 timbers, fixings, joist hangers and anchor bolts in the crawl space. Beam materials are specified on ISL Drawing S1.1 and S1.3

.2 Item 5.2 – Tighten steel rod cross-bracing of pool roof structure

Work includes all access and safety equipment. Cross Bracing to be tightened as per ISL Drawing S1.1

.3 Item 5.3 – Replace steel angle and fasteners supporting pool deck, including misc. repairs per S1.2

Work includes all safety and access equipment required to access and work within a confined space. Work includes grinding, cutting corroded steel, drilling and installation of fixings and application of Galvacon within the crawl space. Steel Angle and fastener materials are specified on ISL Drawing S1.1 and S1.2.



Photo 1 Depth Markings to be installed on pool deck and interior of pool above water line



Photo 2 Escutcheon plates to be installed on each ladder



Photo 3 Sand filter to be inspected, existing sand removed and replaced with new and routine maintenance completed



Photo 4 and 5 Cracked tiles in wall to be replaced in changing rooms



Photo 6 and 7 Cracked tiles in wall to be replaced in changing rooms



Photo 8 Remove existing access hatches and install new access hatches



Photo 9 Replace fascia and reinstall gutter to mechanical room



Photo 10 Remove moss from roof exterior



Photo 11 Repair holes in roof

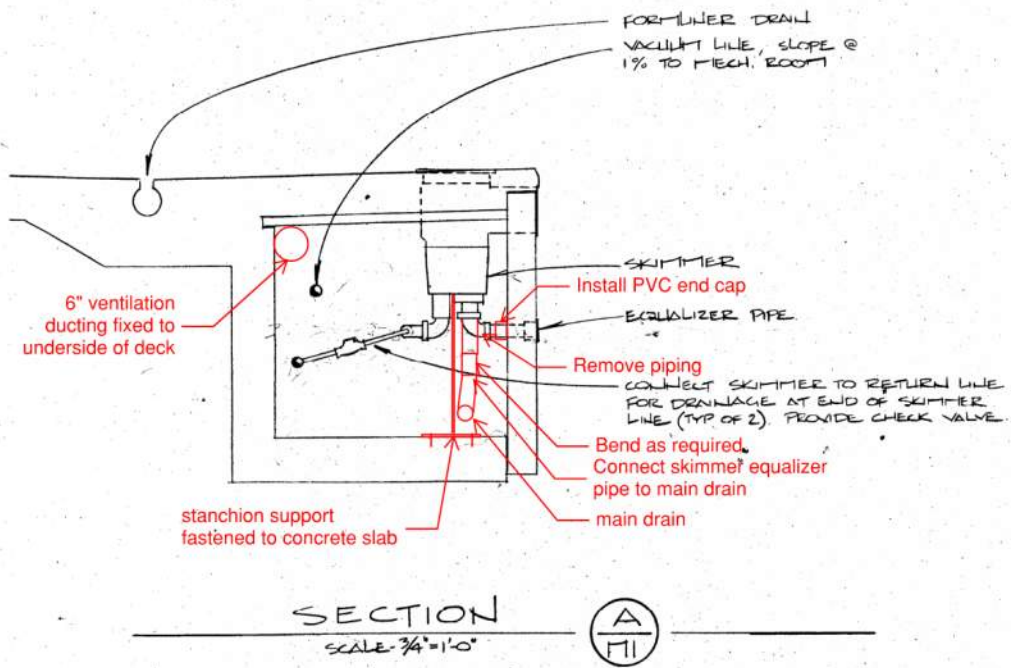


Figure 1 Redirect Skimmer piping to main drains



Photo 12 Skimmers to be replaced



Photo 13 Check valve and piping to be replaced



Photo 14 Check valve to be replaced



Photo 15 Install vacuum breaker on hose bibb



Photo 16 Install exhaust fan to improve chemical storage ventilation and install automated chlorine system



Photo 17 Install ventilation to chase around pool



Photo 18-21 Changeroom light fixtures to be replaced

VILLAGE OF CARMACKS SWIMMING POOL

RECORD DRAWINGS

ARCHITECTURAL

- A1 SITE PLAN
- A2 MAIN FLOOR PLAN
- A3 ELEVATIONS
- A4 BUILDING SECTIONS & DETAILS
- A5 INTERIOR ELEVATIONS & DETAILS
- A6 ROOM FINISH SCHEDULE & DOOR & WINDOW DETAILS

Pool Rehabilitation July 26, 2024

Marked up record drawings to reflect the scope of work

STRUCTURAL

- S1 FOUNDATION PLAN & DETAILS
- S2 DETAILS & SECTIONS
- S3 DETAILS
- S4 DRAINAGE SLOPES & CONTROL JOINTS

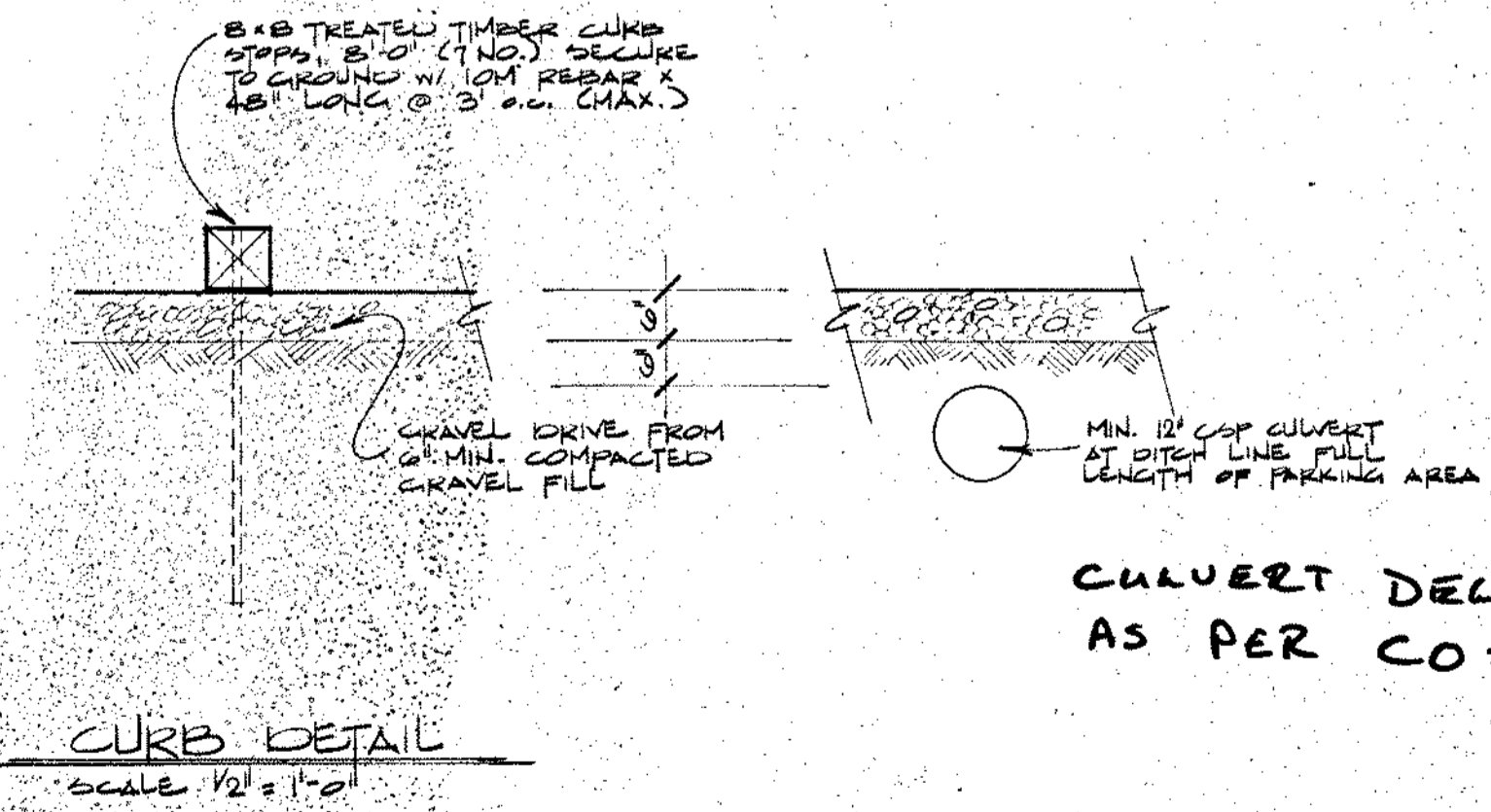
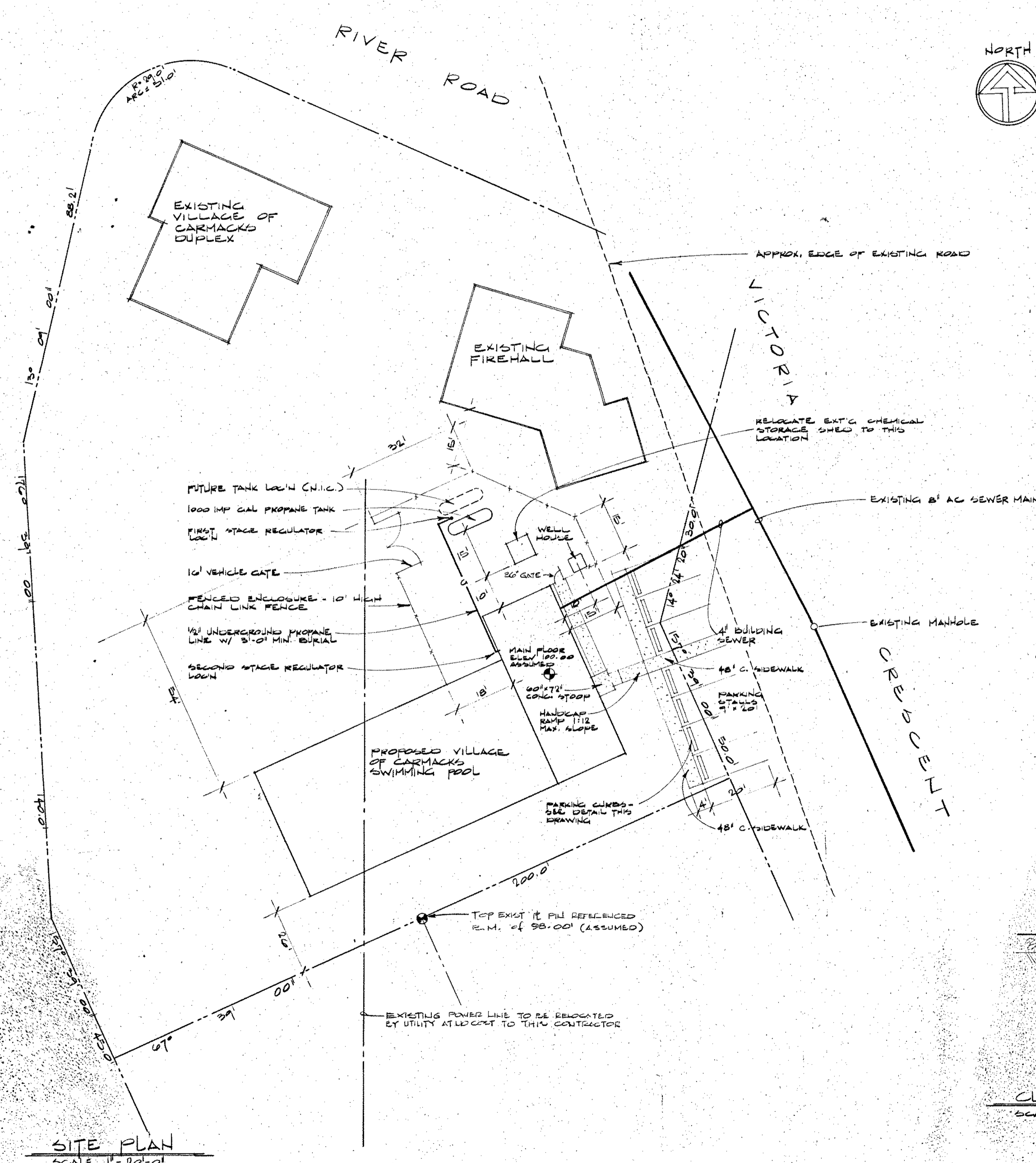
MECHANICAL

- M1 PLUMBING LAYOUT
- M2 HEATING LAYOUT
- M3 HEATING & VENTILATION LAYOUT

ELECTRICAL

- E1 LIGHTING, POWER, ALARM & DETAILS
- E2 EXIT, EMERGENCY LIGHTS, TELEPHONE, MECHANICAL & DETAILS

INFORMATION ON THIS SHEET DERIVED FROM MUNICIPAL ENGINEERING DEPT. OF YUKON UTILITY DRAWINGS: DUPLEX SITE PLAN; FIREHALL ADDITION SITE PLAN; REQUIRY OF LEGAL PLAN #86059 CLK. 51862 UTO.



CULVERT DELETED AS PER CO # 3

SITE PLAN
SCALE 1" = 20'-0"

CURB DETAIL
SCALE 1/2" = 1'-0"

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	2/20/91		ISSUE FOR TENDER

sinclair & associates

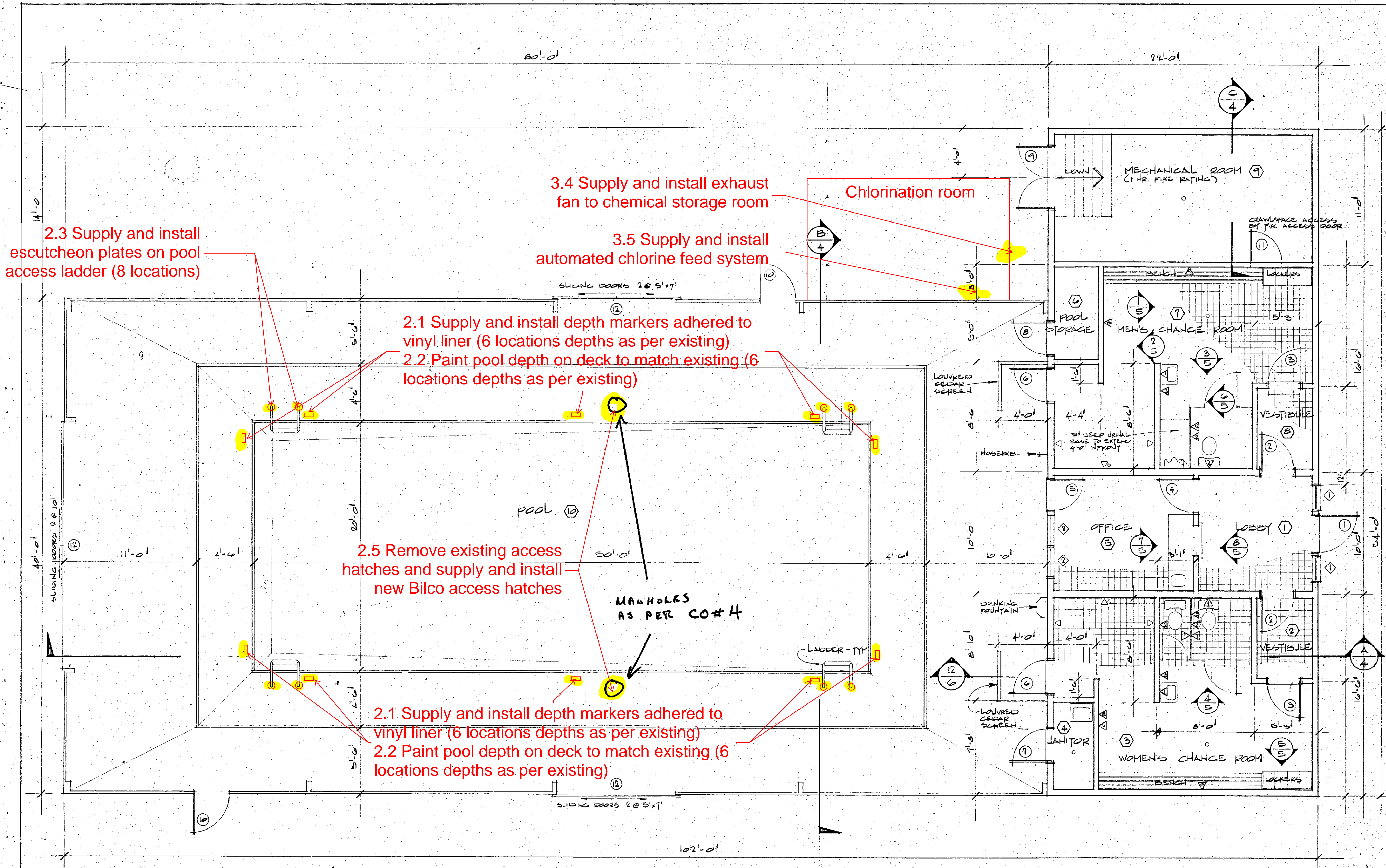
BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL,
CARMACKS, YUKON

DRAWING TITLE:
SITE PLAN

SCALE: AS SHOWN
DATE: AUGUST 1990
DESIGN:
DRAWN: TARA
CHECKED:
APPROVED FOR CONSTRUCTION:

DRAWING NUMBER: SHEET:
11 of 6



2.3 Supply and install escutcheon plates on pool access ladder (8 locations)

3.4 Supply and install exhaust fan to chemical storage room

Chlorination room

3.5 Supply and install automated chlorine feed system

2.1 Supply and install depth markers adhered to vinyl liner (6 locations depths as per existing)

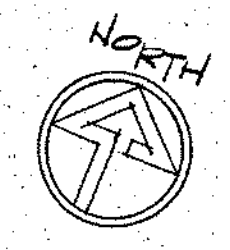
2.2 Paint pool depth on deck to match existing (6 locations depths as per existing)

2.5 Remove existing access hatches and supply and install new Bilco access hatches

2.1 Supply and install depth markers adhered to vinyl liner (6 locations depths as per existing)

2.2 Paint pool depth on deck to match existing (6 locations depths as per existing)

MANHOLES AS PER CO#4



MAIN FLOOR PLAN

WASHROOM ACCESSORIES

- ▲ MIRROR
- ▲ TOILET PAPER DISPENSER
- ▲ RECESSED TOWEL / WASTE RECEPTACLE
- ▲ GRAB BAR - STRAIGHT
- ▲ GRAB BAR - 120° ANGLE
- ▲ SANITARY NAPKIN / TAMPON VENDOR
- ▲ SANITARY NAPKIN DISPOSAL BIN
- ▲ DRYER
- ▲ ROBE HOOKS

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
1	8/15/90		ISSUE FOR TENDER

sinclair & associates			
BOX 4414 WHITEMORSE, YUKON (403) 667-7205			
PROJECT:			
SWIMMING POOL, CARMACKS, YUKON			
DRAWING TITLE:			
MAIN FLOOR PLAN			
SCALE: 1/4" = 1'-0"			
DATE: AUGUST 1990			
DESIGN:			
DRAWN: TARA			
CHECKED:			
APPROVED FOR CONSTRUCTION:			

PROJECT:
SWIMMING POOL,
CARMACKS, YUKON

DRAWING TITLE:
MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"
DATE: AUGUST 1990

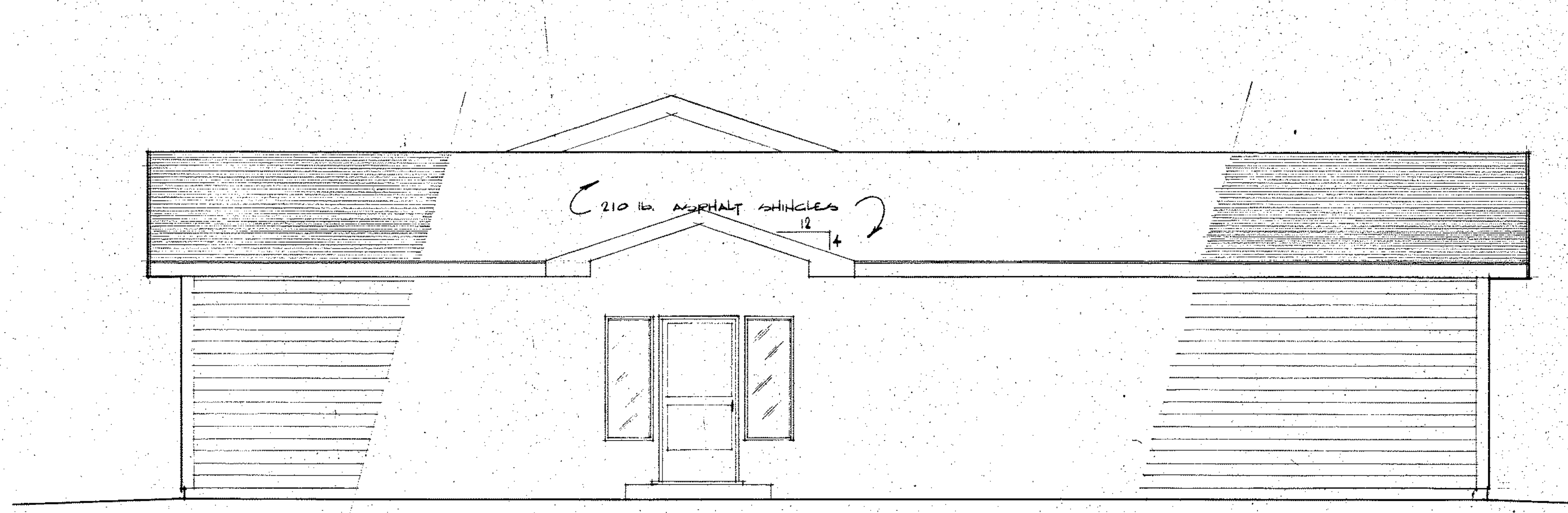
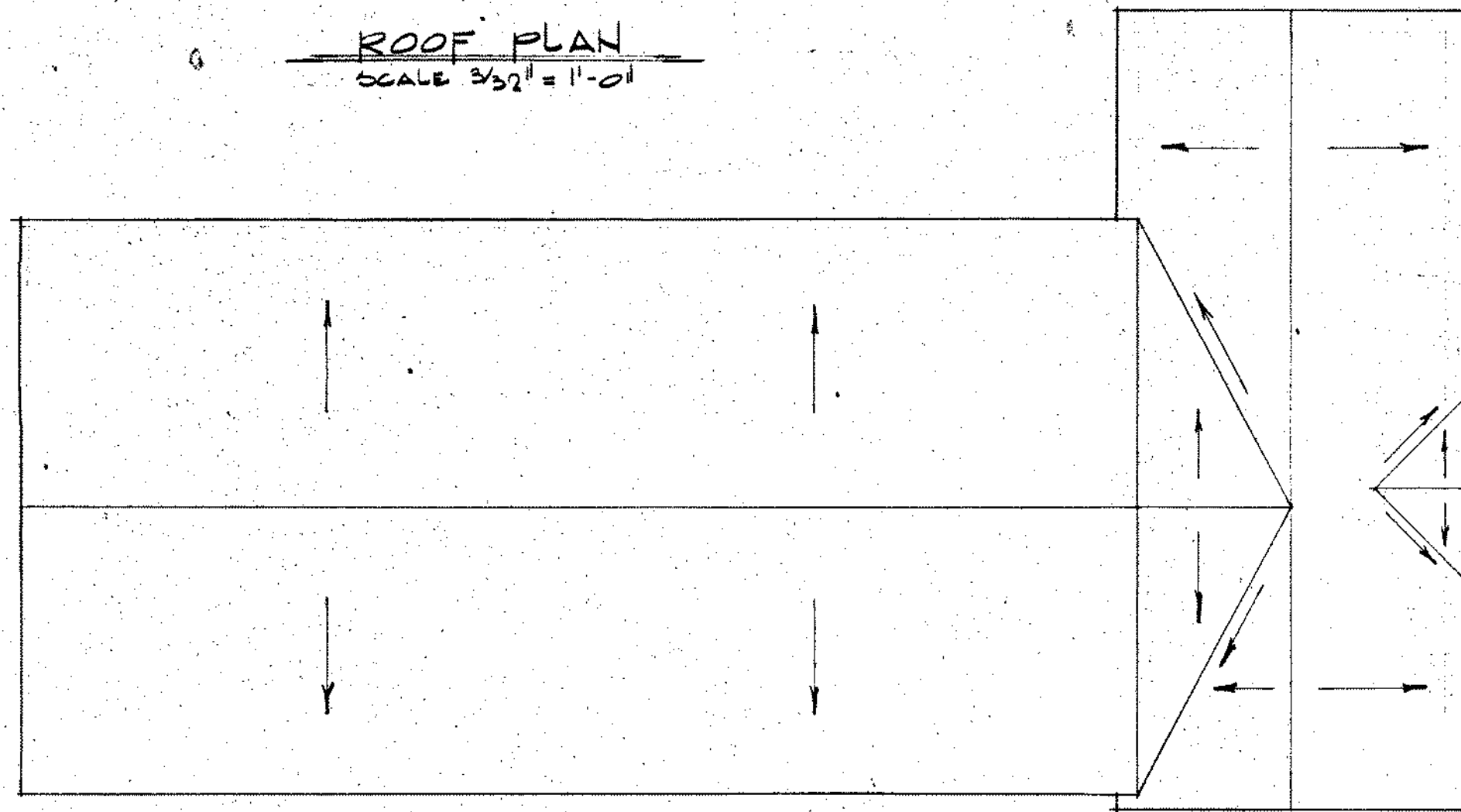
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DRAWN: TARA

CHECKED:
APPROVED FOR CONSTRUCTION:

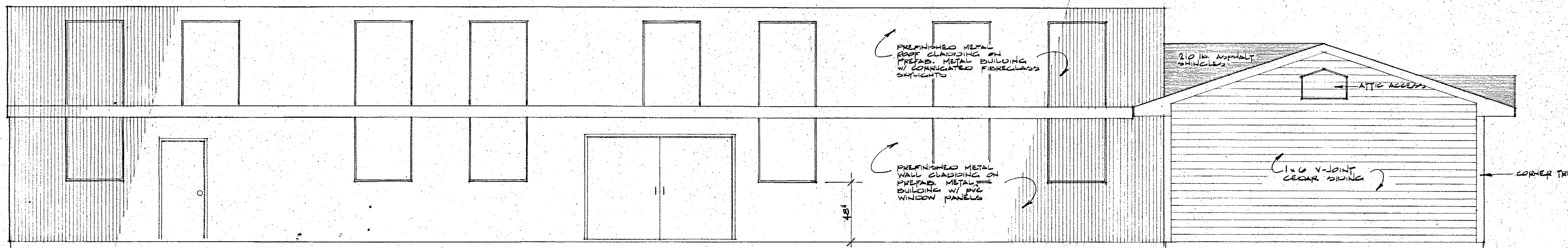
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SHEET:

12 OF 6

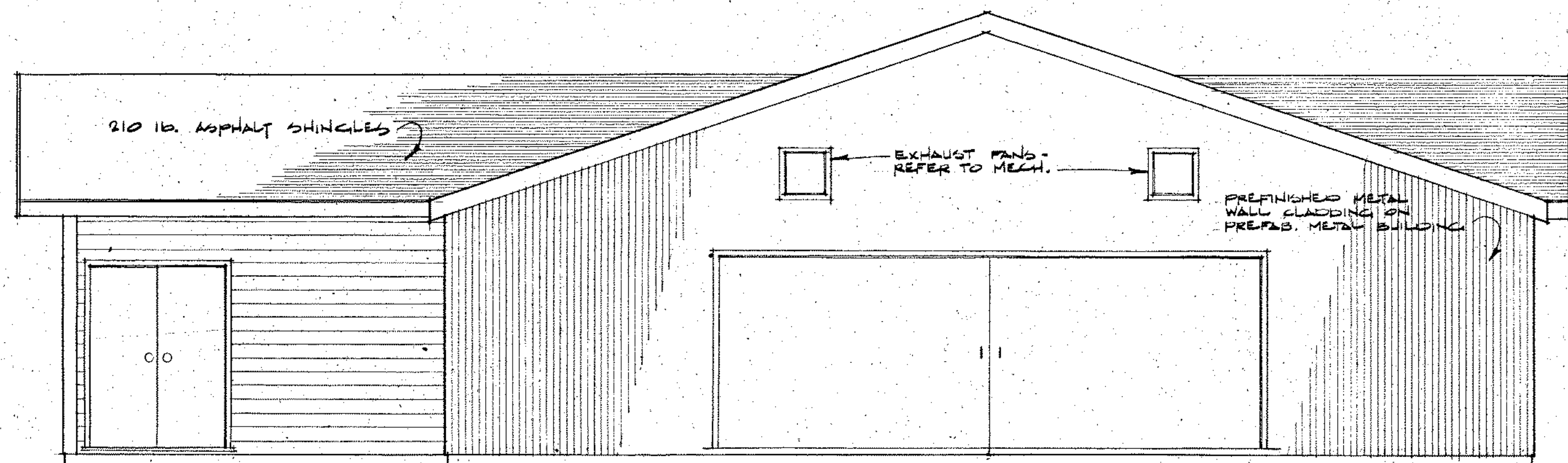
ROOF PLAN
SCALE 3/32" = 1'-0"



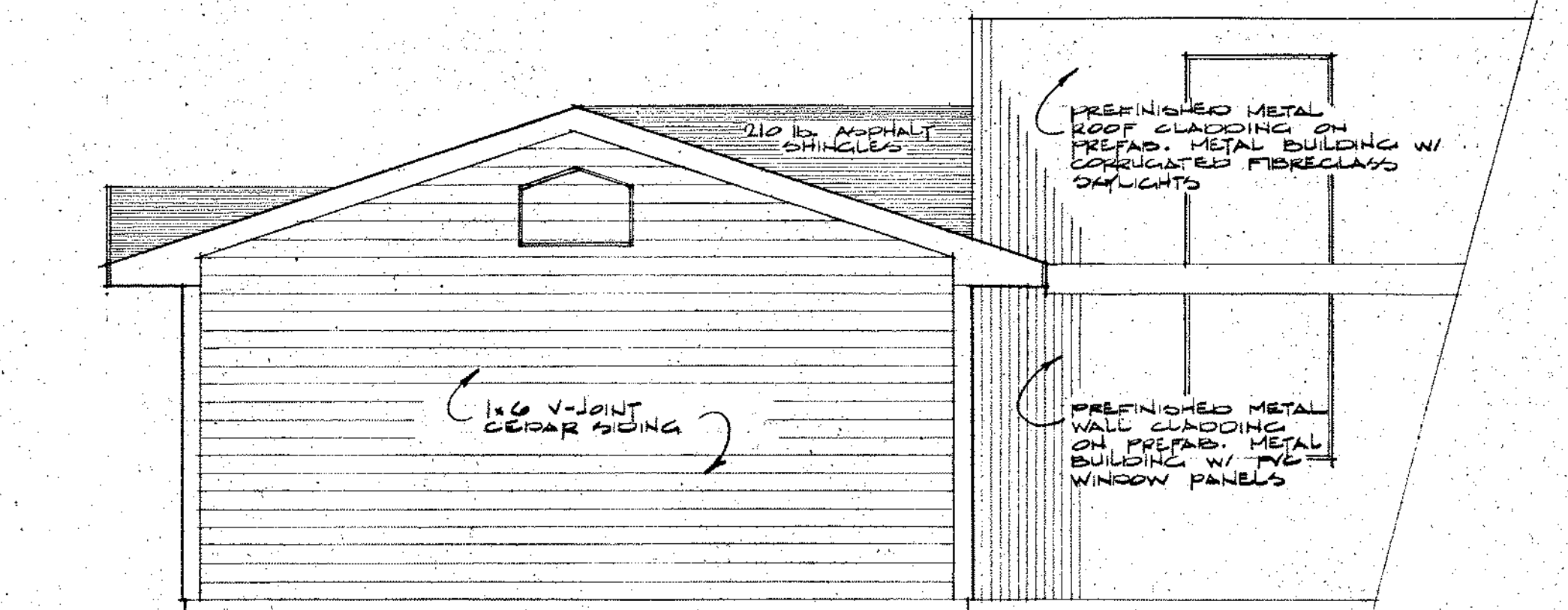
EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
1	8/28/91		ISSUE FOR TENDER

sinclair & associates

BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
ELEVATIONS

SCALE: 1/4" = 1'-0"

DATE: AUGUST 1990

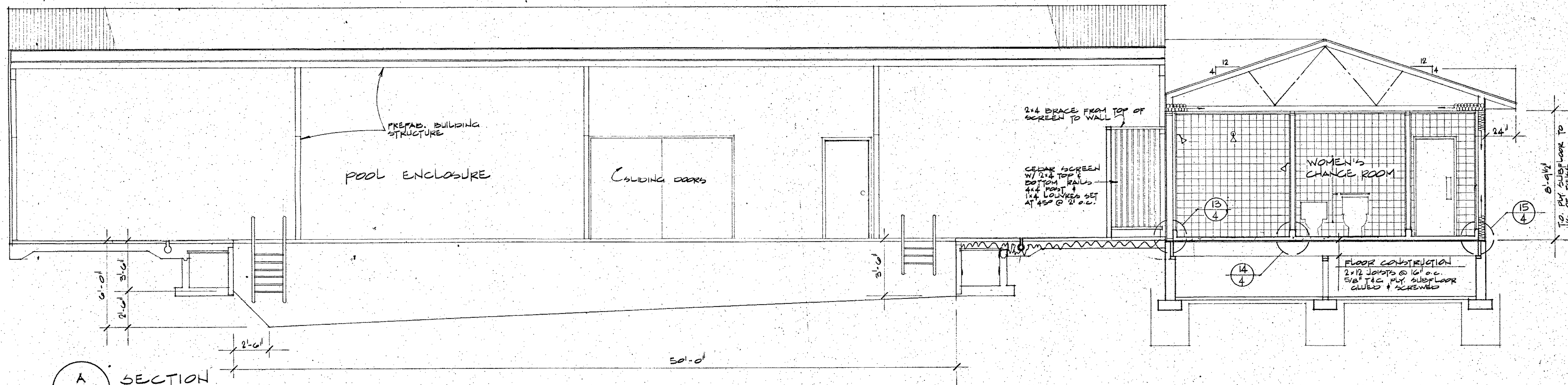
DESIGN: 1

DRAWN: TARA

CHECKED:

APPROVED FOR CONSTRUCTION:

DRAWING NUMBER: SHEET:
13 OF 16



A SECTION
SCALE 1/4" = 1'-0"

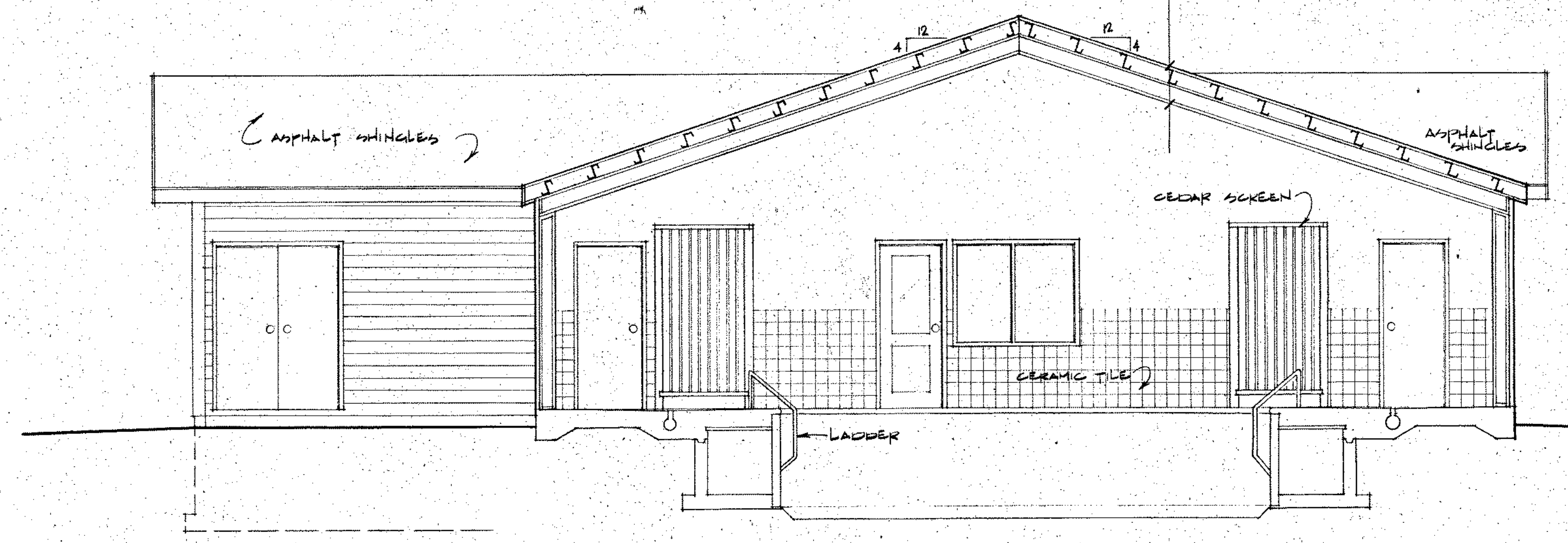
NOTES:

ROOF LOADS:
 TOP CHORD LIVE LOAD 30.5 PSF
 TOP CHORD DEAD LOAD 10.0 PSF
 BOTTOM CHORD DEAD LOAD 10.0 PSF
 TOTAL 50.5 PSF

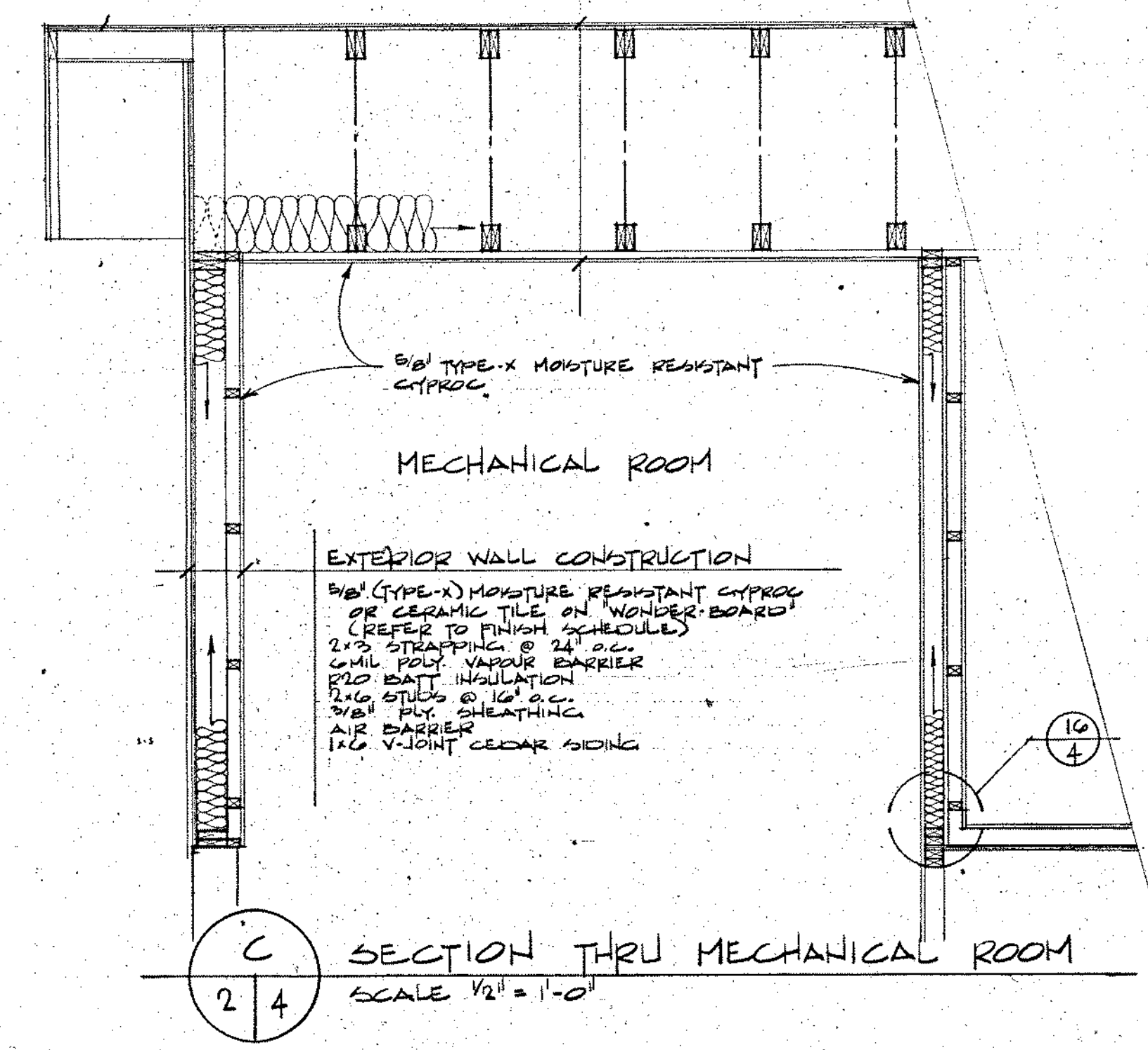
HORIZONTAL LOADS:
 1/30 WIND LOAD 0.7 PSF
 SEISMIC EDGE : 3

POOL ENCLOSURE ROOF CONSTRUCTION
 CORRUGATED FIBREGLASS ROOF CLADDING ON METAL GIRTS ON PREFAB. STRUCTURE

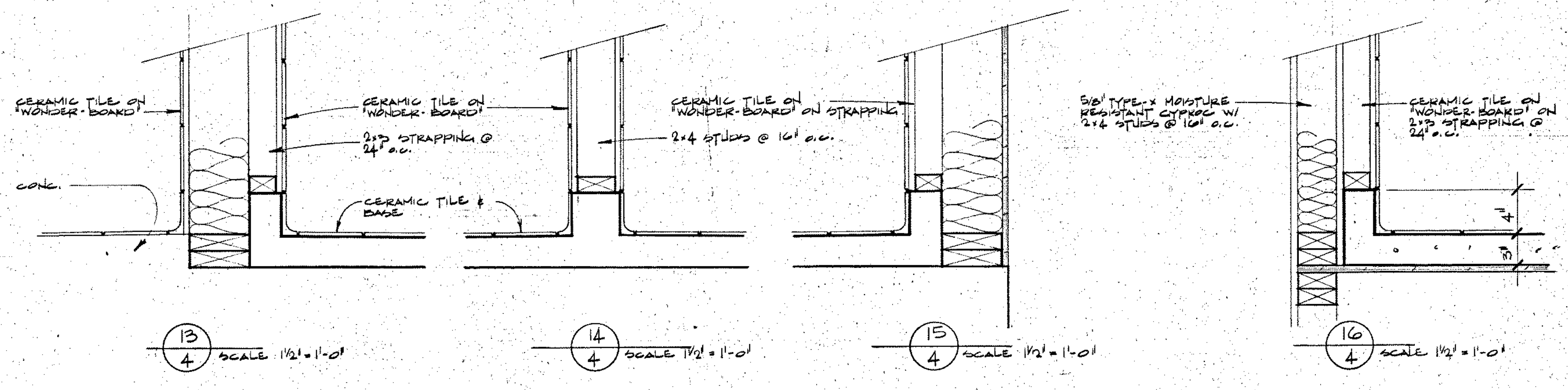
ROOF CONSTRUCTION
 210 LB ASPHALT SHINGLES
 5/8" ROLL ROOFING EAVE PROTECTION
 1/2" PLY SHEATHING
 ENGINEER APPROVED TRUSSES
 R20 BATT INSULATION
 5 MIL POLY. VAPOUR BARRIER
 1x4 STRAPPING @ 24" O.C.
 5/8" MOISTURE RESISTANT GYPROC EXCEPT IN MECHANICAL ROOM



B SECTION
SCALE 1/4" = 1'-0"



C SECTION THRU MECHANICAL ROOM
SCALE 1/2" = 1'-0"



13
SCALE 1/2" = 1'-0"

14
SCALE 1/2" = 1'-0"

15
SCALE 1/2" = 1'-0"

16
SCALE 1/2" = 1'-0"

REVISIONS:

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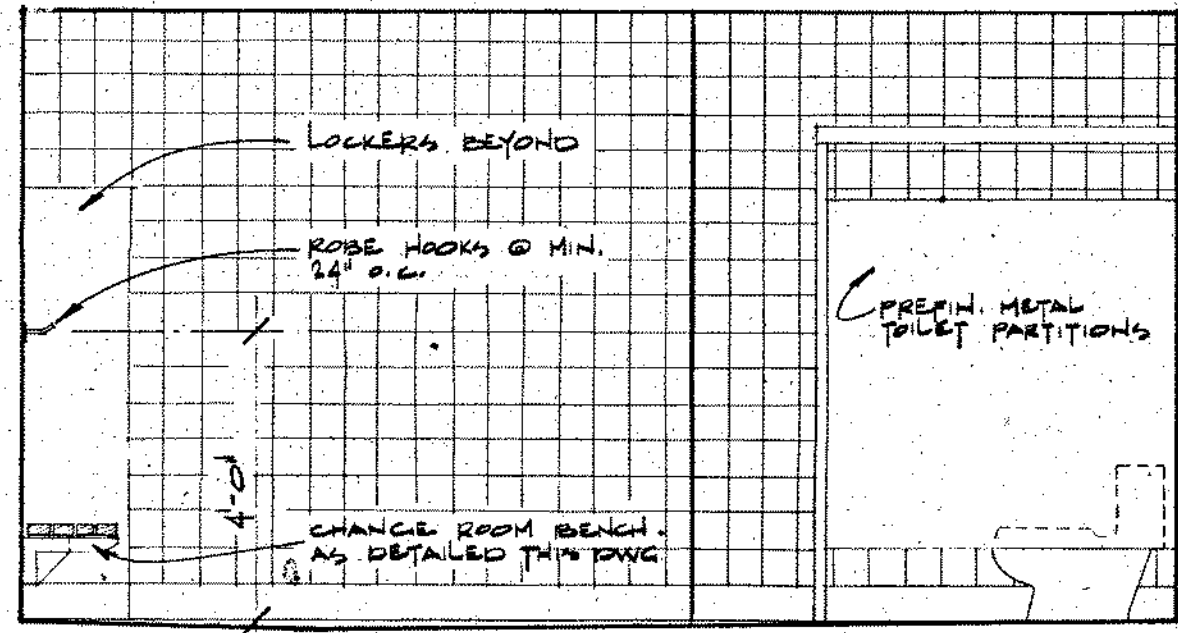
BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL,
CARMACK'S, YUKON

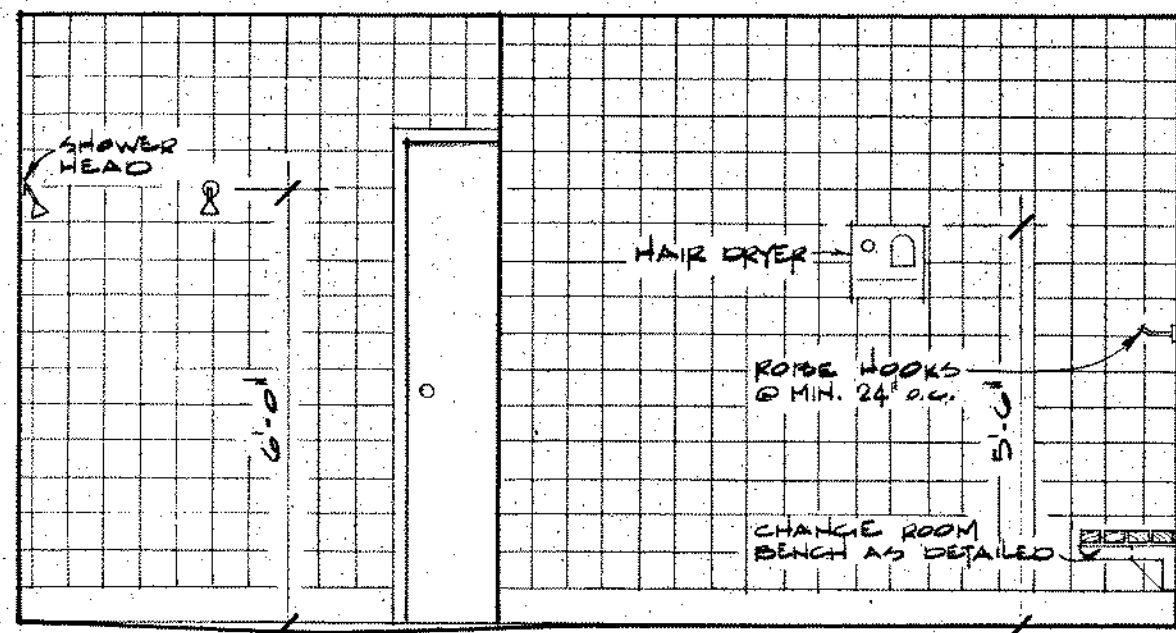
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BUILDING SECTIONS

SCALE: AS SHOWN
DATE: AUGUST 1990
DESIGN:
DRAWN: TARA
CHECKED:
APPROVED FOR CONSTRUCTION:

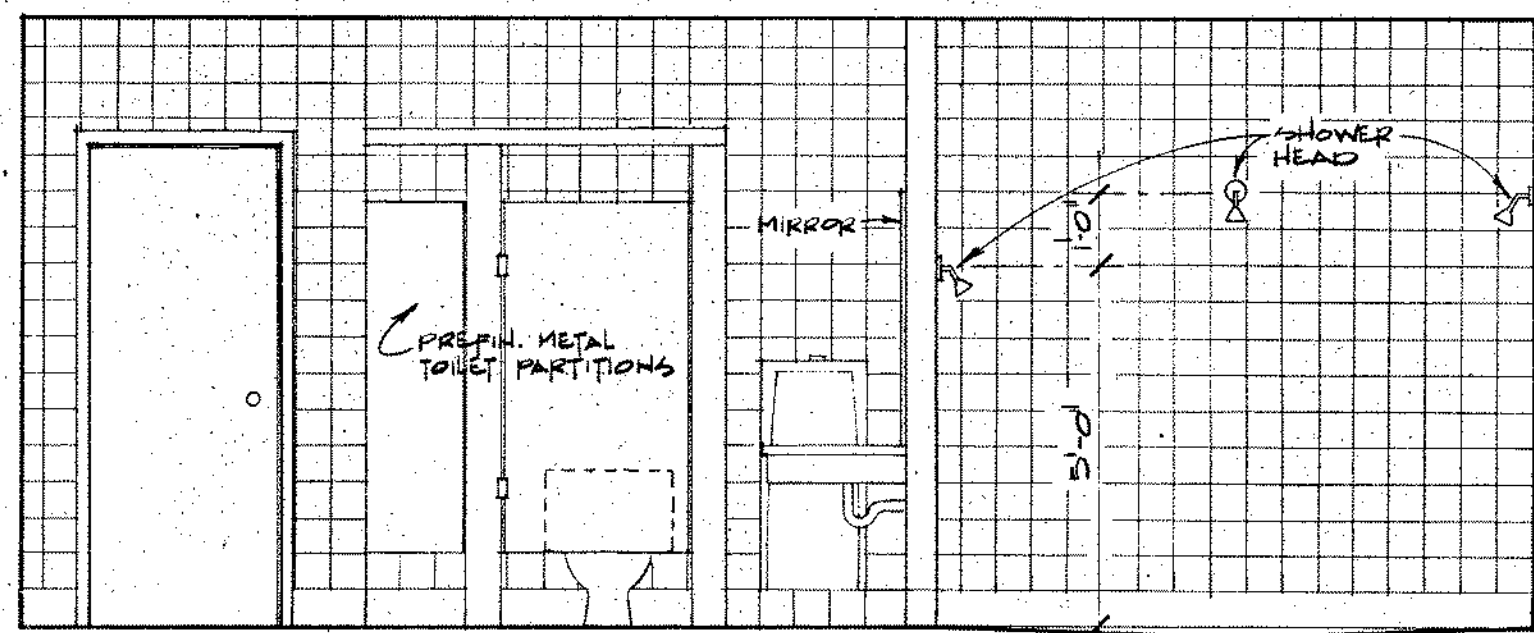
DRAWING NUMBER: **SHEET:**
44 OF 60



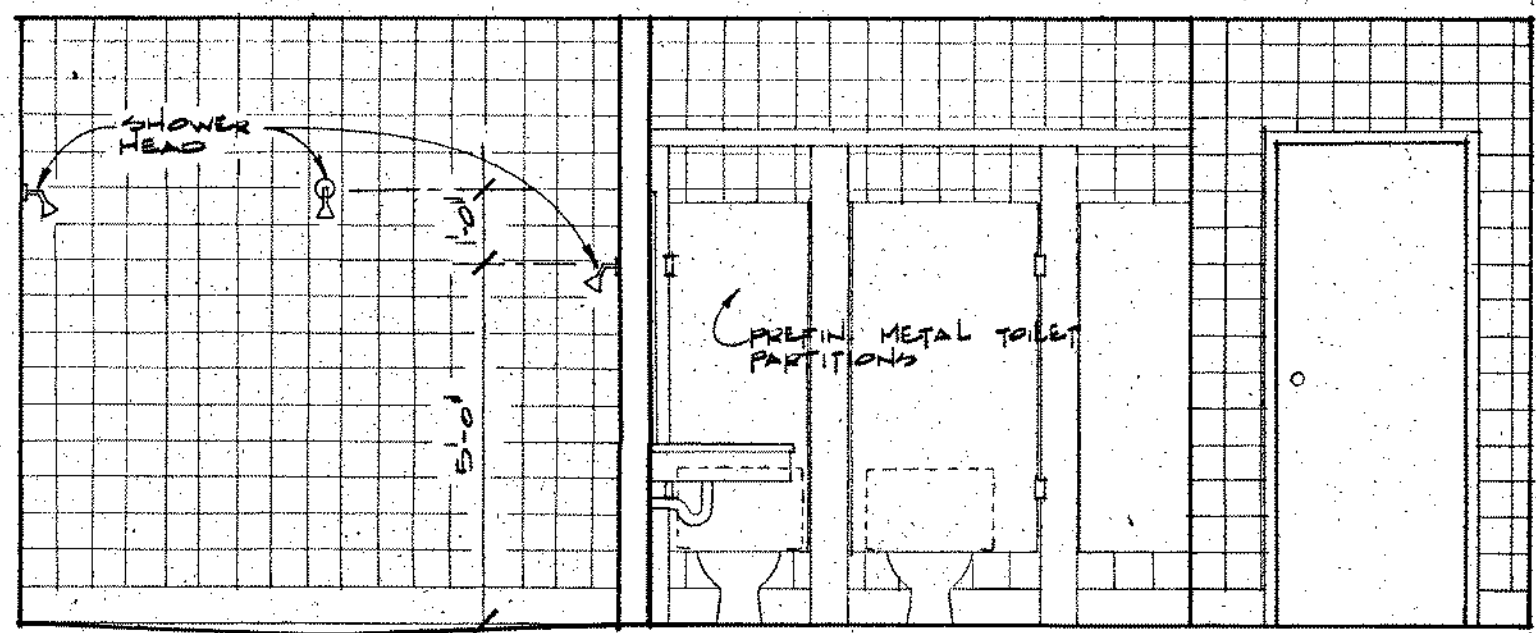
1
2 SCALE 3/8" = 1'-0"



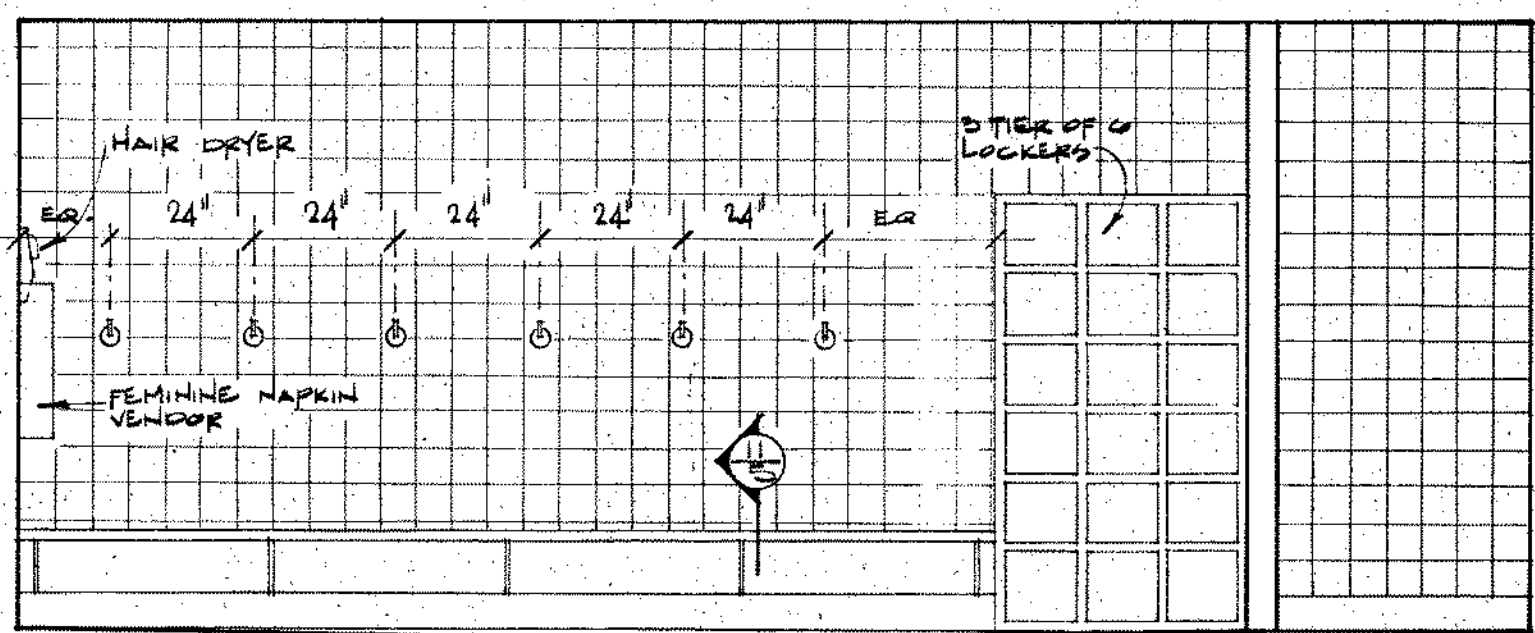
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2 SCALE 3/8" = 1'-0"



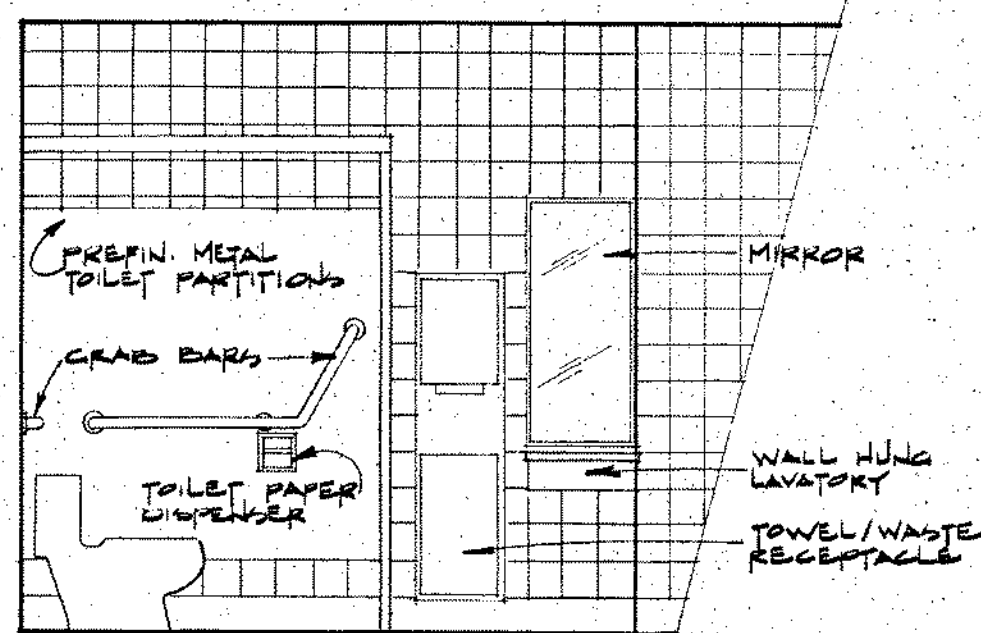
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2 SCALE 3/8" = 1'-0"



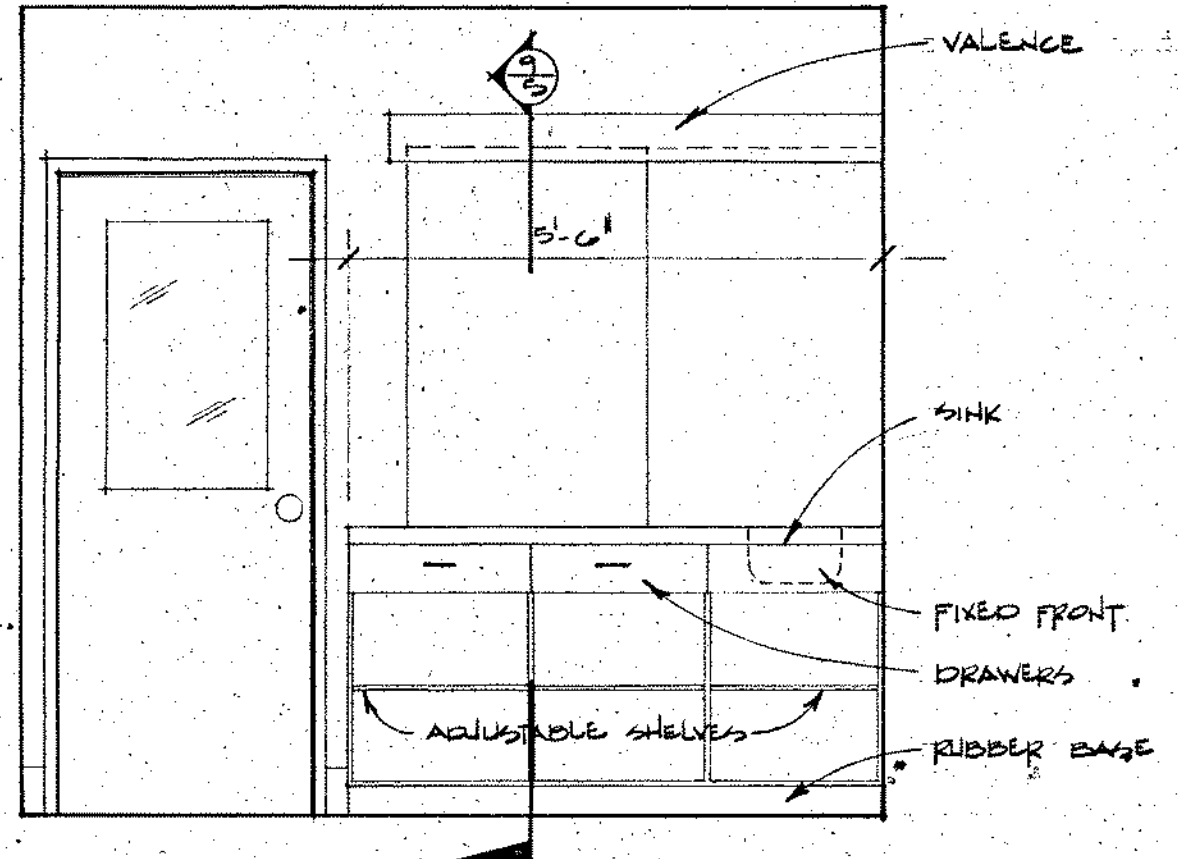
4
2 SCALE 3/8" = 1'-0"



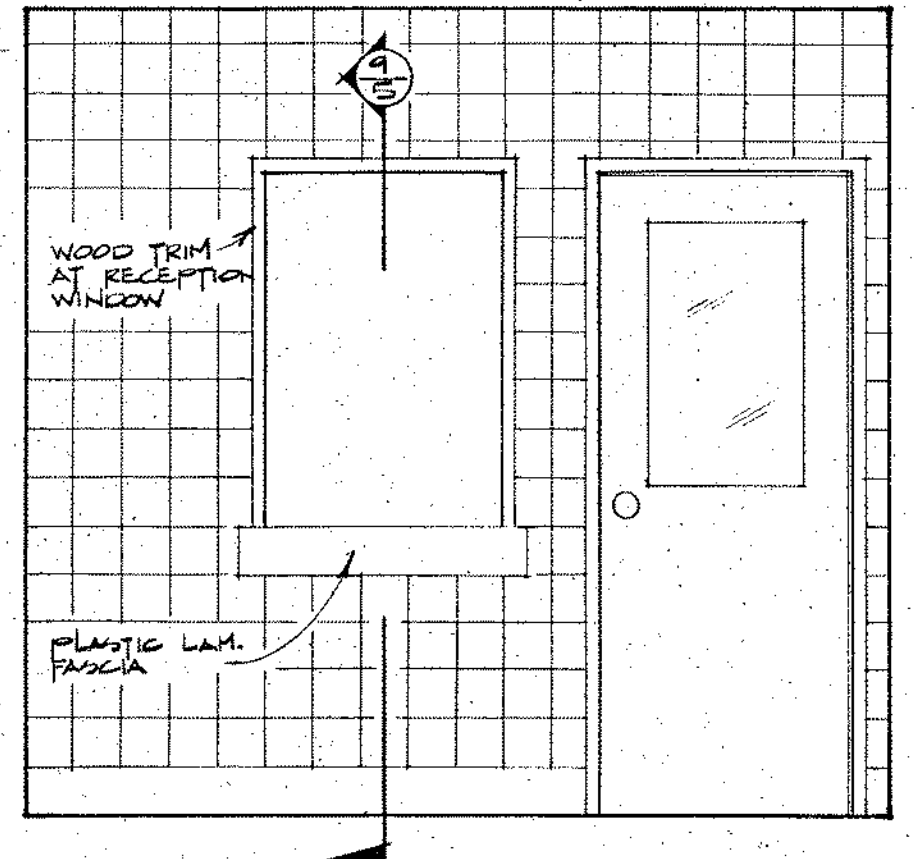
5
2 SCALE 3/8" = 1'-0"



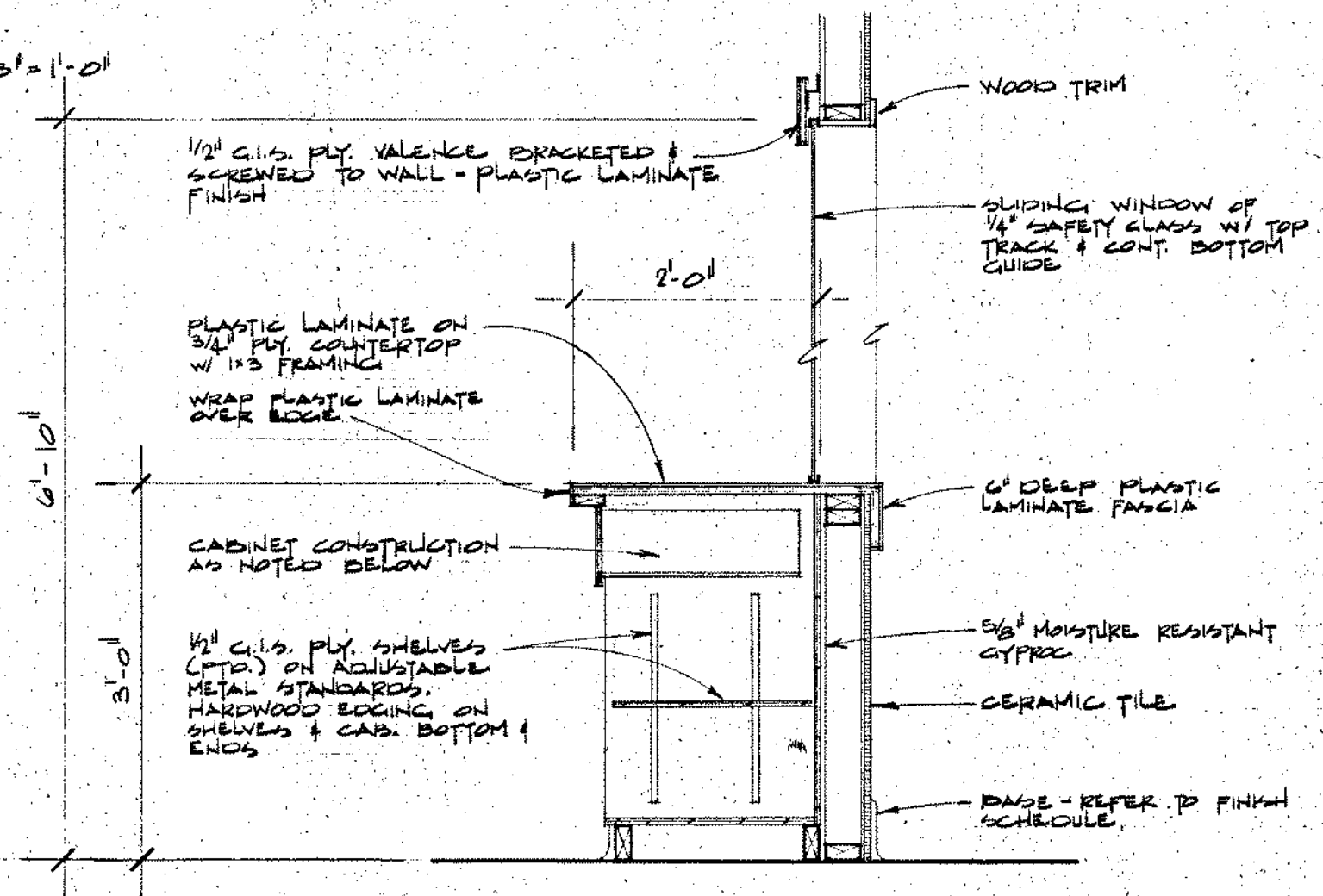
6
2 SCALE 3/8" = 1'-0"



7
2 SCALE 3/8" = 1'-0"



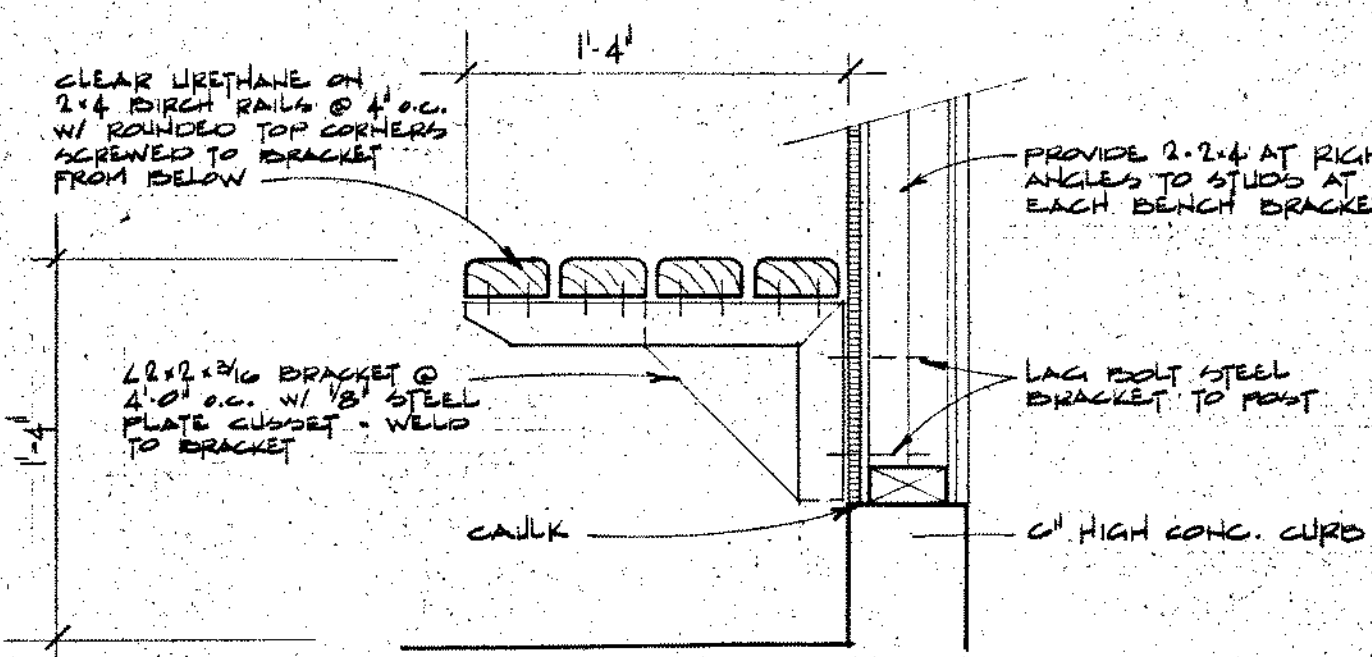
8
2 SCALE 3/8" = 1'-0"



9 RECEPTION COUNTER DETAIL
5 SCALE 3/4" = 1'-0"

CABINET CONSTRUCTION

- 3/4" C.I.S. PLY. COUNTERTOP, CABLES & BOTTOM SHELF
- 1/2" C.I.S. PLY. SHELVES, DRAWER FRONTS & FIXED FRONT AT SINK
- 1/2" PLY. DRAWER SIDES, BACK, BOTTOM AND CAB. BACK
- PLASTIC LAMINATE TO COUNTERTOP & PASCIA AT LOBBY SIDE AND ALL EXPOSED EDGES.
- DRAWERS TO BE MOUNTED ON METAL DRAWER GUIDES.



11 CHANGE ROOM BENCH
5 SCALE 1/2" = 1'-0"

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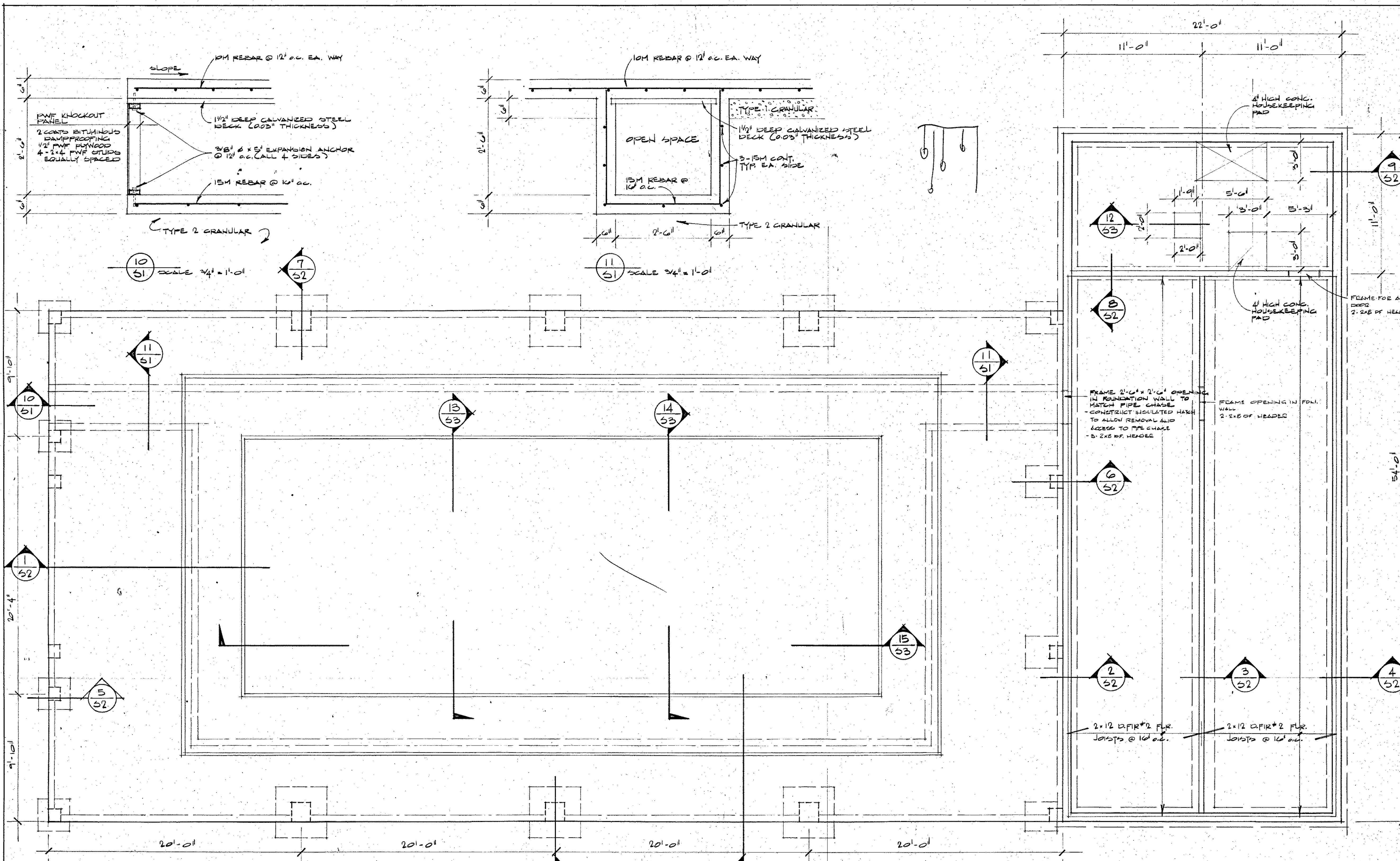
sinclair & associates
BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
INTERIOR ELEVATIONS
AND DETAILS

SCALE: AS SHOWN
DATE: AUGUST 1990
DESIGN:
DRAWN: TARA
CHECKED:
APPROVED FOR CONSTRUCTION:

DRAWING NUMBER: SHEET:
45 OF 60



10/51 SCALE 3/4" = 1'-0"

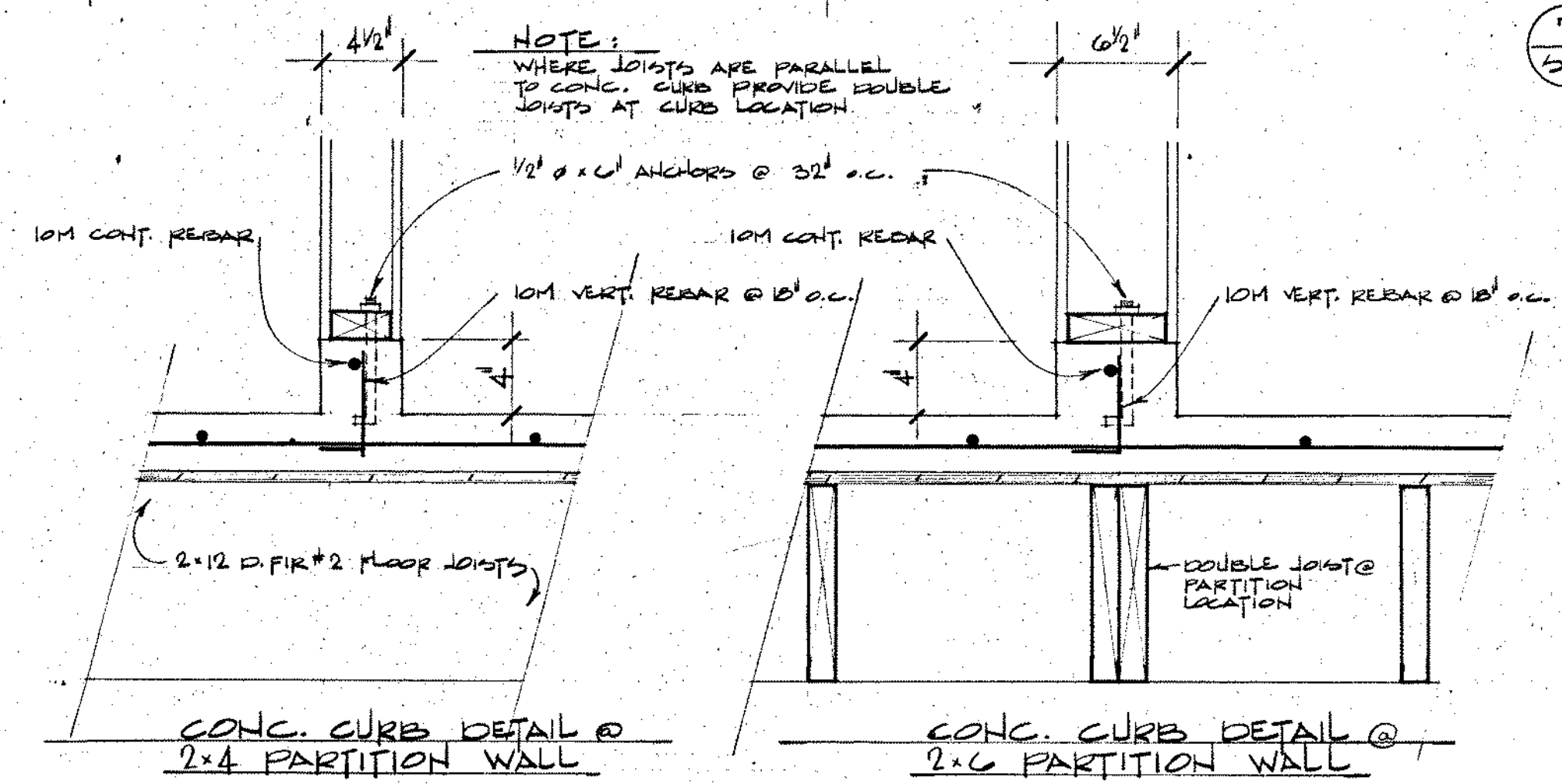
11/51 SCALE 3/4" = 1'-0"

FOUNDATION PLAN
SCALE 1/4" = 1'-0"

NOTE: WHERE JOISTS ARE PARALLEL TO CONC. CURB PROVIDE DOUBLE JOISTS AT CURB LOCATION

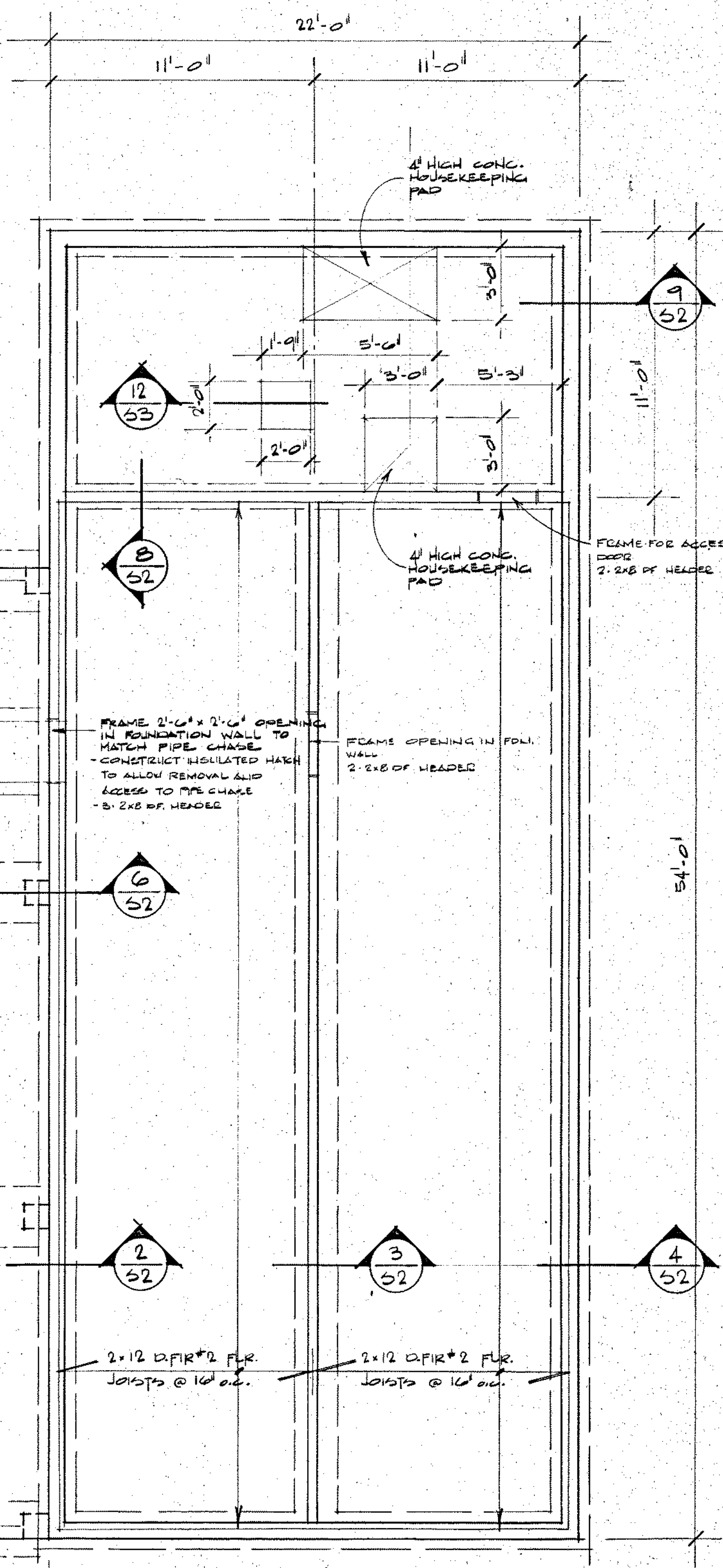
NOTE: IN FLOOR RADIANT HEATING PIPES NOT SHOWN FOR CLARITY.

NOTE: FOR CONTROL JOINT LOCATIONS IN BUILDING SLAB SEE DRAWING 54



CONC. CURB DETAIL @ 2x4 PARTITION WALL

CONC. CURB DETAIL @ 2x6 PARTITION WALL



REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	08/24/90	C.W.	ISSUE FOR TENDER

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BOX 4414 WHITEHORSE, YUKON (403) 687-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
FOUNDATION PLAN
AND DETAILS

SCALE: AS SHOWN

DATE: AUGUST 1990

DESIGN: C. WOOD

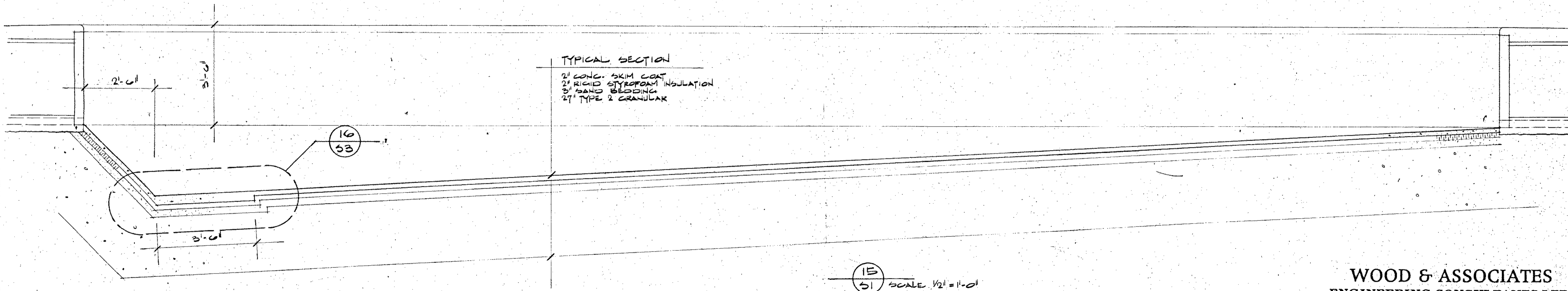
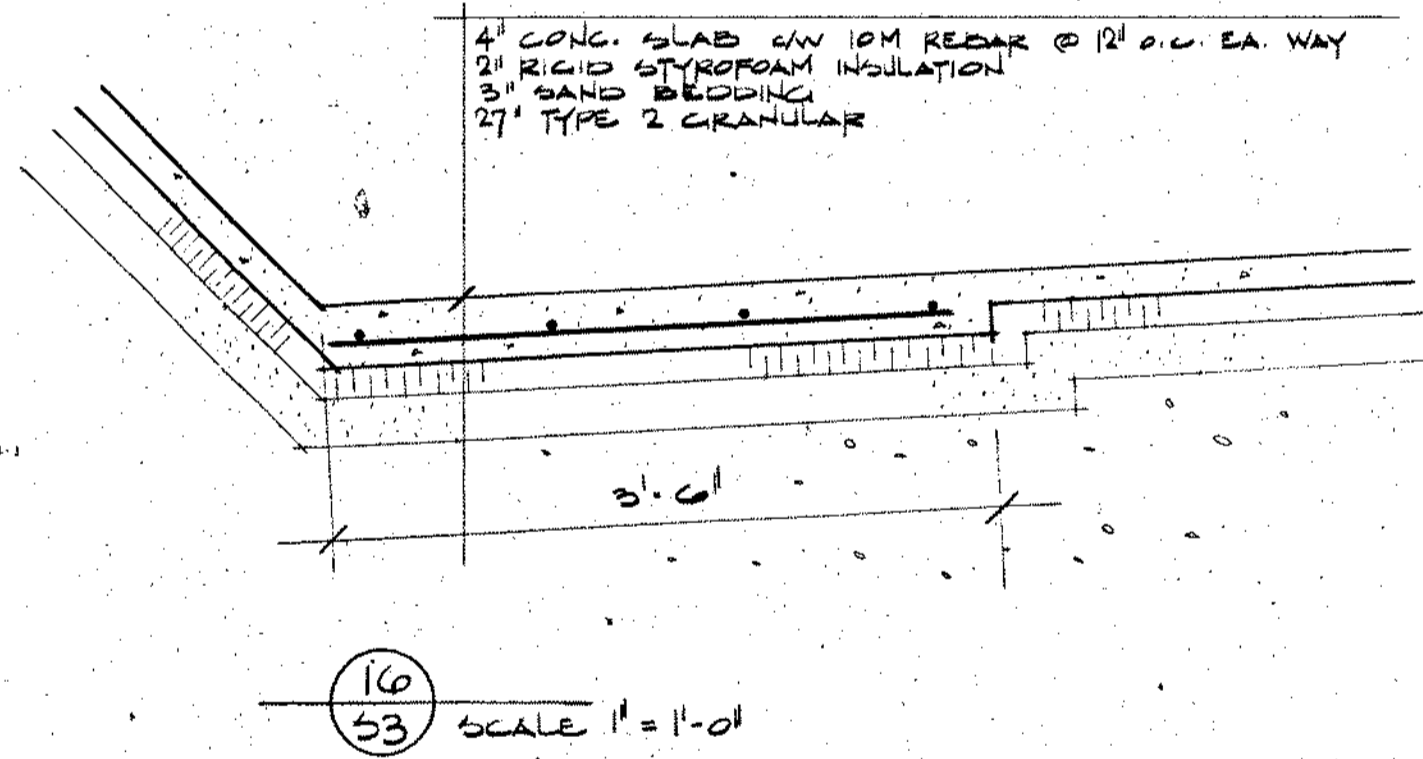
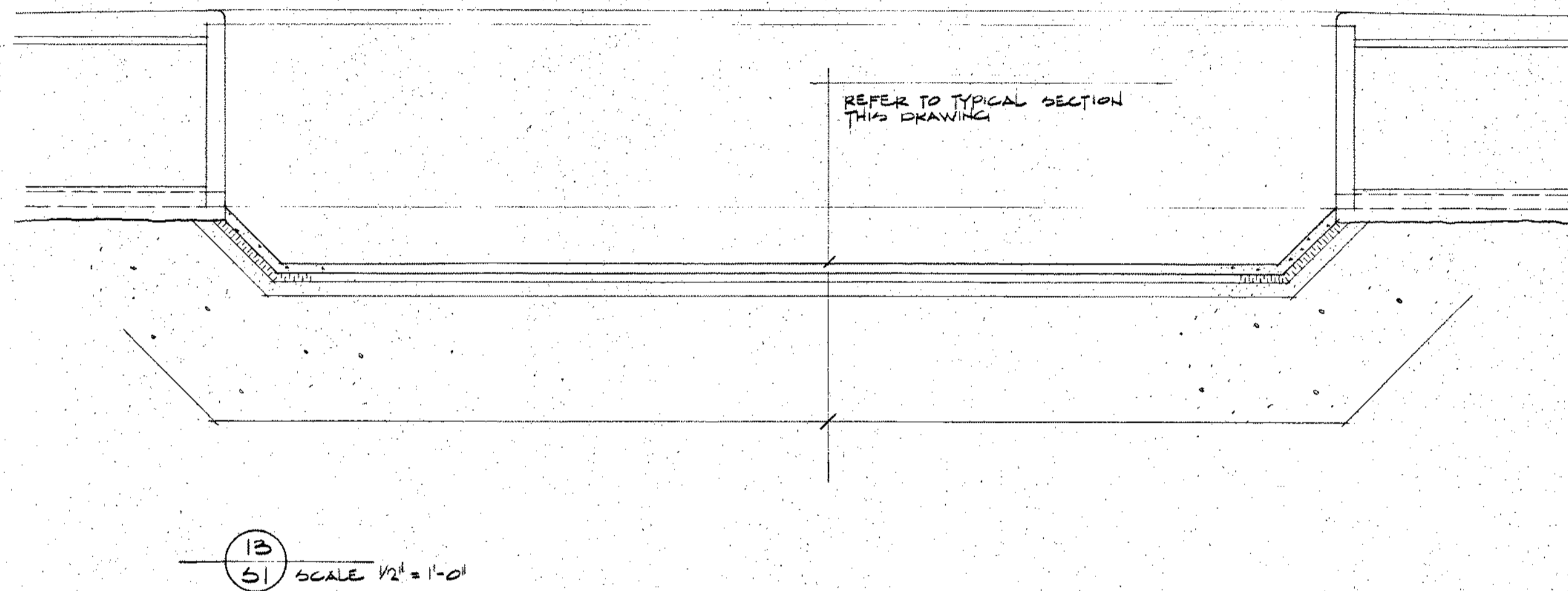
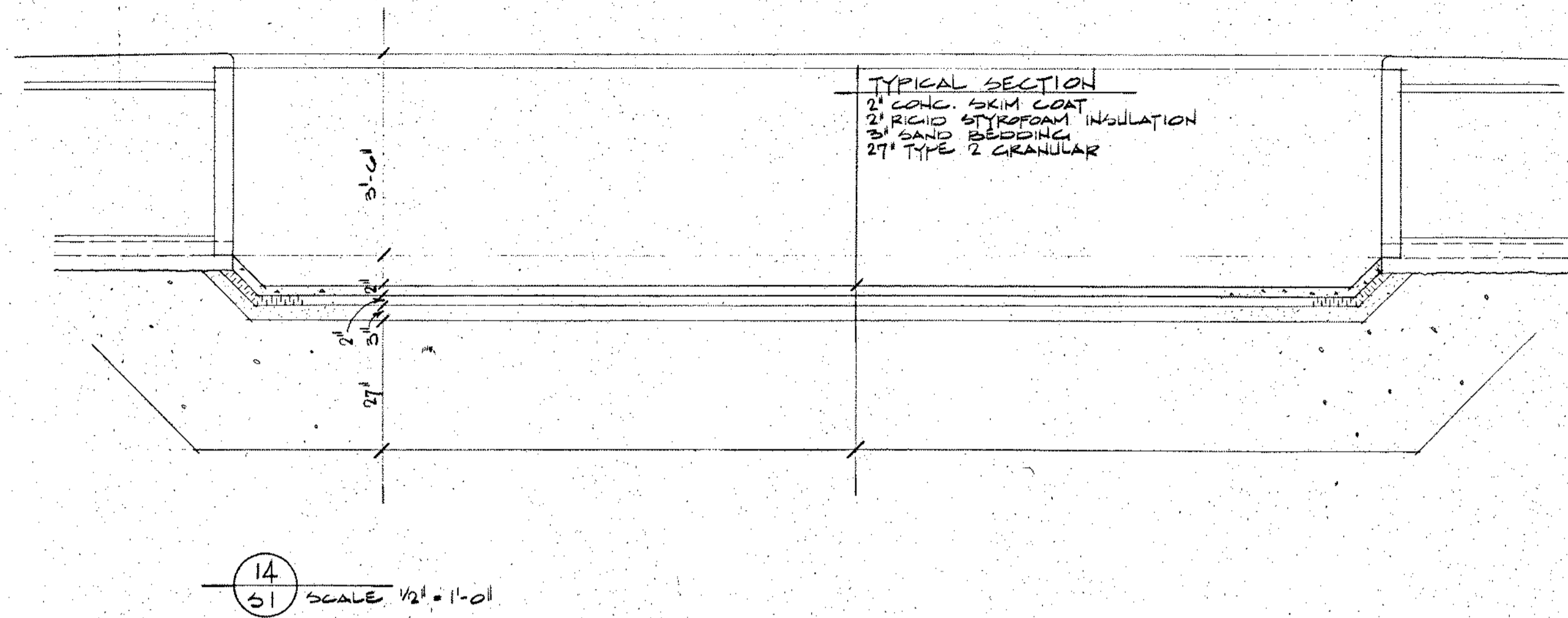
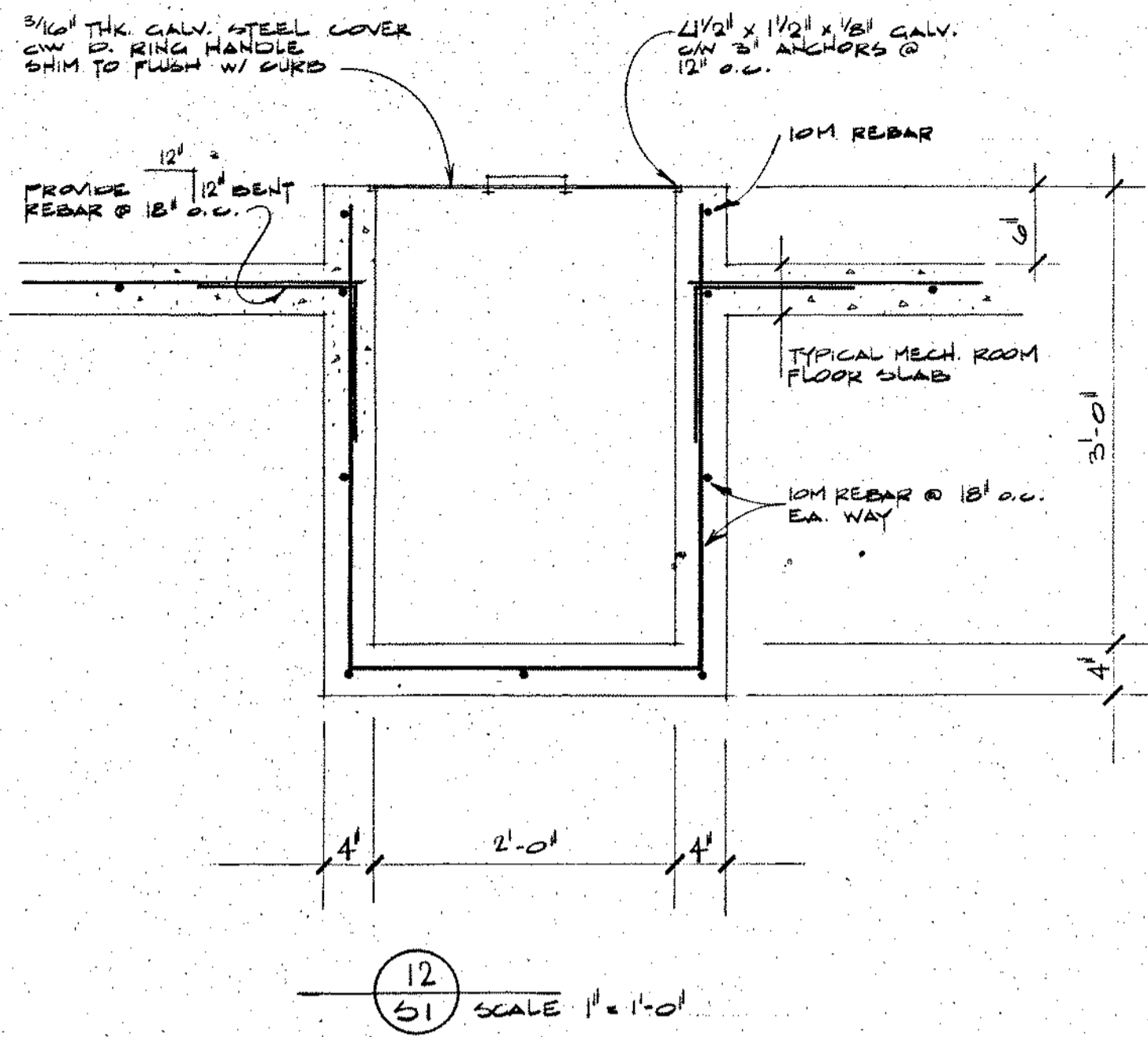
DRAWN: TARA

CHECKED:

APPROVED FOR CONSTRUCTION:

WOOD & ASSOCIATES
ENGINEERING CONSULTANTS LTD.
BOX 4481 WHITEHORSE Y.T. PH. (403) 688-4681

DRAWING NUMBER: SHEET:
51 of 4



REVISIONS:

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1	11/20/91		ISSUE FOR TENDER

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BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
FOUNDATION DETAILS

SCALE: AS SHOWN

DATE: OCTOBER 1990

DESIGN: G. WOOD

DRAWN: TARA

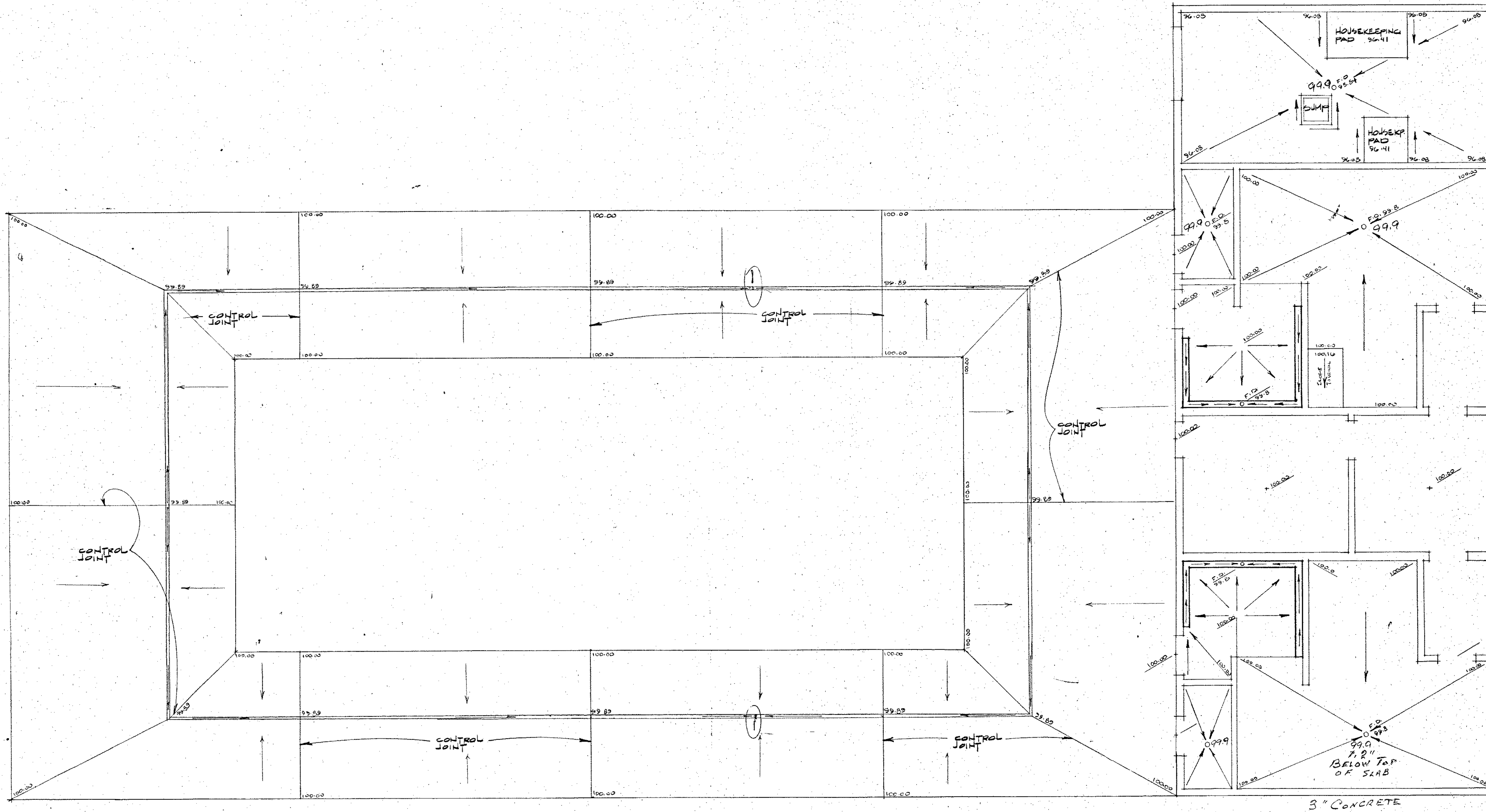
CHECKED:

APPROVED FOR CONSTRUCTION:

WOOD & ASSOCIATES
ENGINEERING CONSULTANTS LTD.

BOX 4481 WHITEHORSE Y.T. PH. (403) 668-4661

DRAWING NUMBER:	SHEET:
	53 of 4



PLAN OF DRAINAGE SLOPES & CONTROL JOINTS

REVISIONS:

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1	2/20/90		ISSUED FOR TENDER

sinclair & associates

BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:

SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:

DRAINAGE SLOPES &
CONTROL JOINTS

SCALE: 1/4" = 1'-0"

DATE: NOVEMBER 1990

DESIGN: A. WOOD

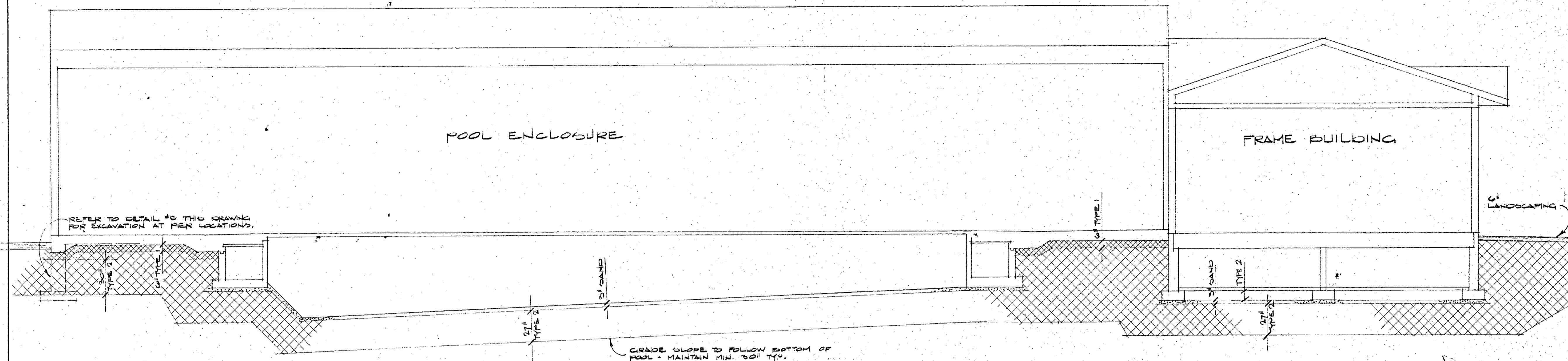
DRAWN: TARA

CHECKED:

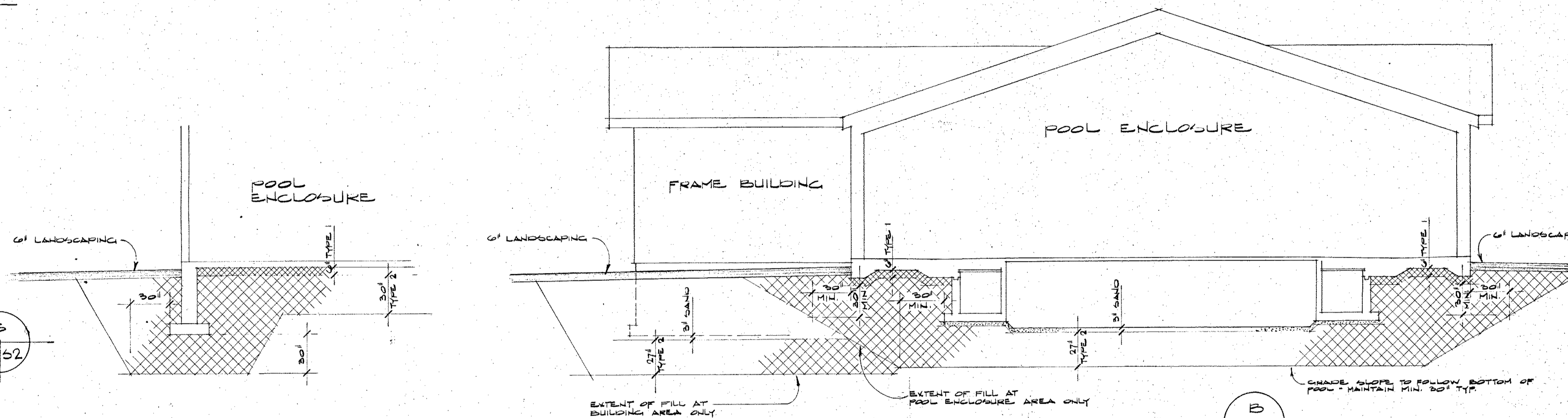
APPROVED FOR CONSTRUCTION:

WOOD & ASSOCIATES
ENGINEERING CONSULTANTS LTD.
BOX 4481 WHITEHORSE Y.T. PH. (403) 668-4661

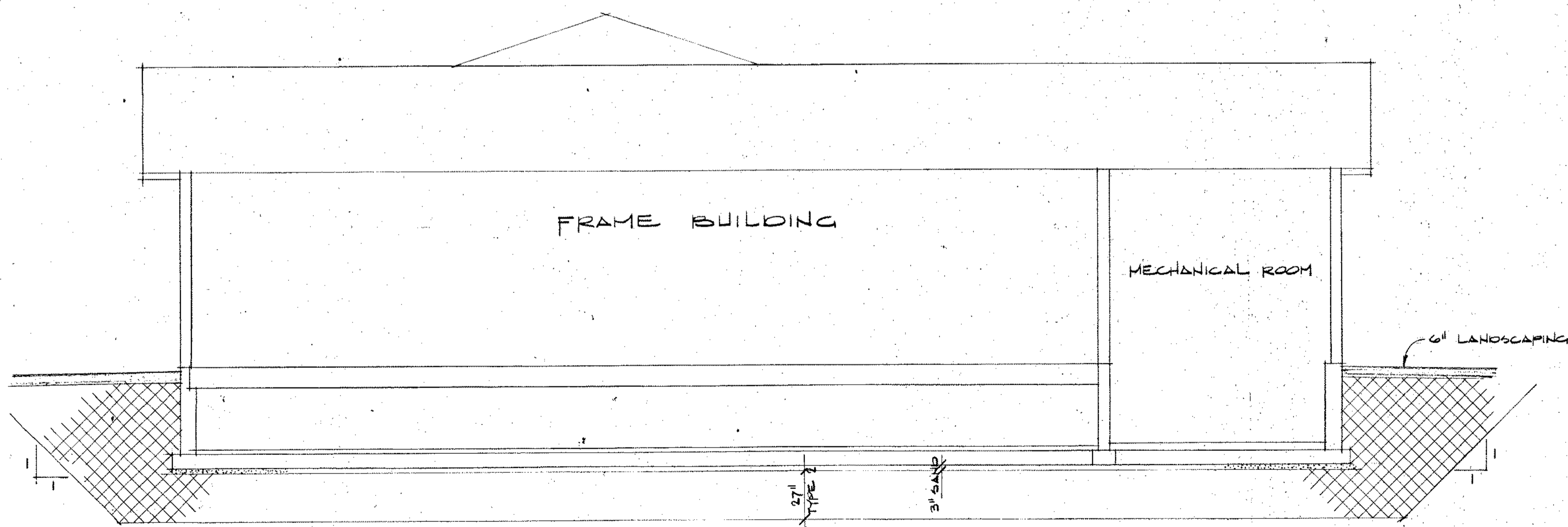
DRAWING NUMBER:	SHEET:
	54 OF 4



A
2 A4



B
2 A4



D

REVISIONS:

NO.	DATE	BY	DESCRIPTION

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BOX 4414 WHITENORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
ADDENDUM # 1
GRAVEL FILL/
EXCAVATION DETAILS

SCALE: 1/4" = 1'-0"

DATE: MARCH 12, 1991

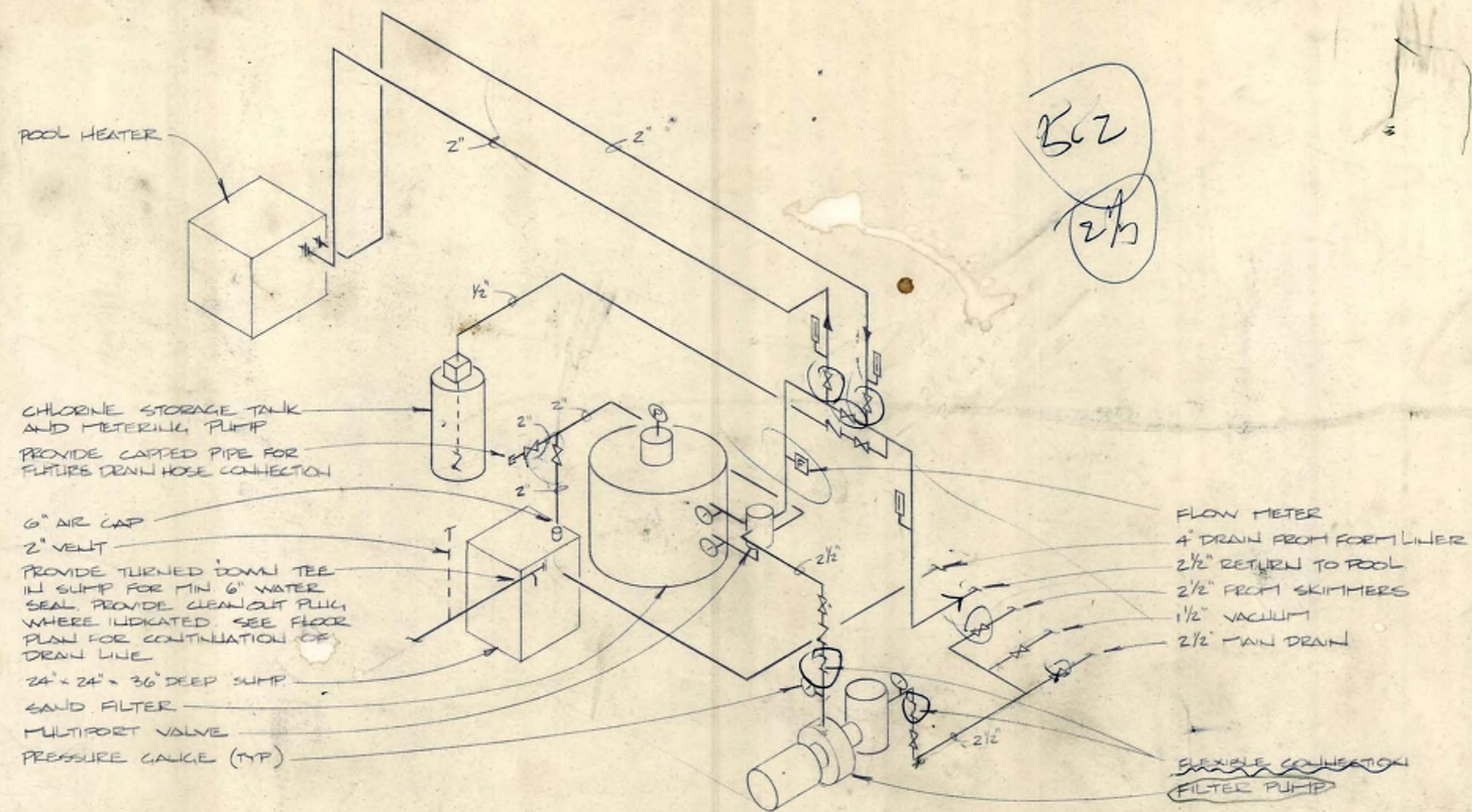
DESIGN:

DRAWN: TARA

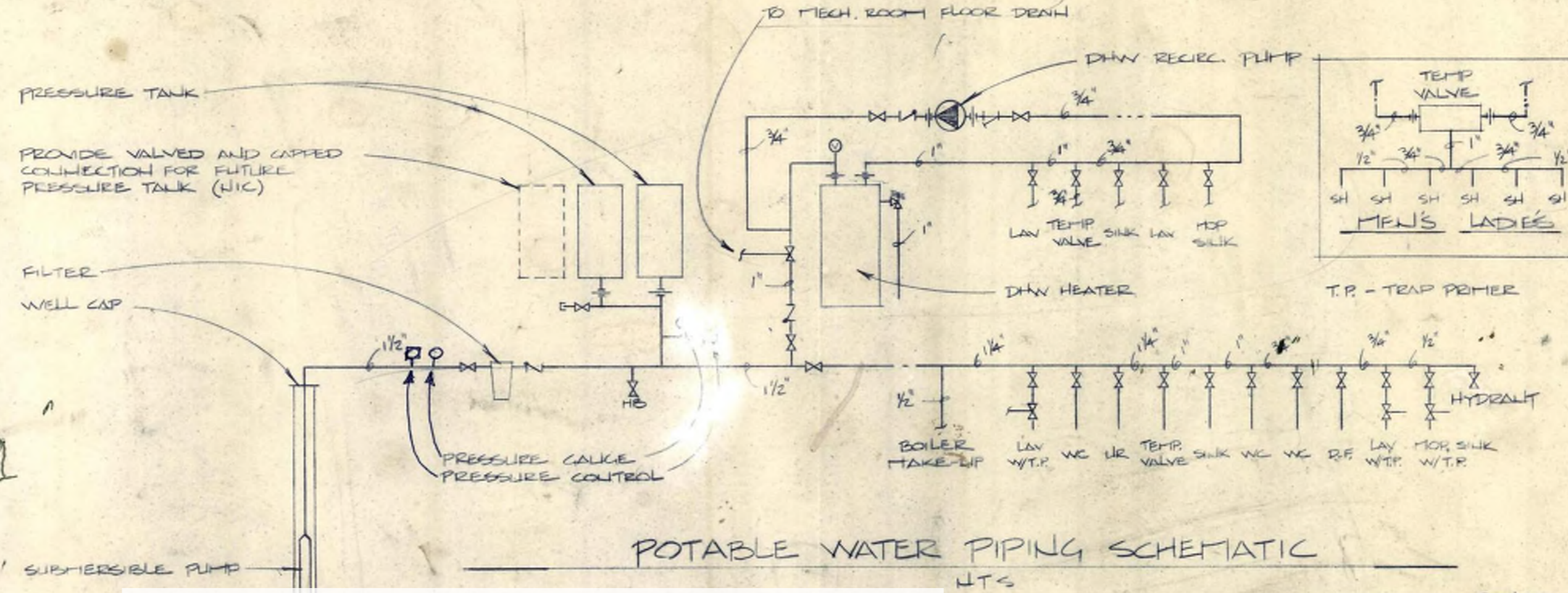
CHECKED:

APPROVED FOR CONSTRUCTION:

DRAWING NUMBER: SHEET:
AK 1 of 1



POOL FILTER PIPING SCHEMATIC
LTS



POTABLE WATER PIPING SCHEMATIC
LTS

2.4 Inspect sand filter functionality, replace sand (925lbs) and complete maintenance

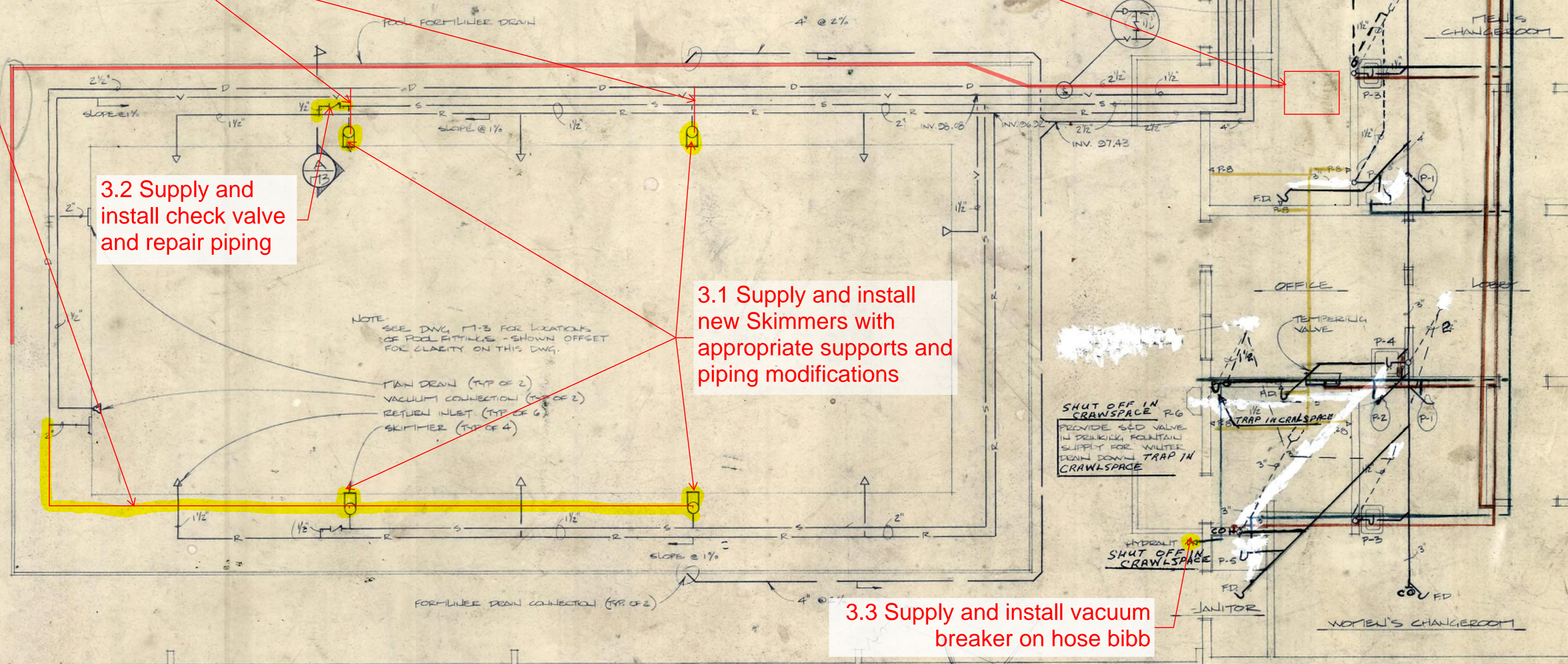
3.1 Skimmer equalization ports to be plumbed into the main drains

3.4 Supply and install ventilation to chase around pool

3.2 Supply and install check valve and repair piping

3.1 Supply and install new Skimmers with appropriate supports and piping modifications

3.3 Supply and install vacuum breaker on hose bibb



FLOOR PLAN
SCALE = 1/4" = 1'-0"

COORDINATE LOCATION OF PIPING IN TRENCH W/ ACCESS HATCH FROM CRAWLSPACE

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	11/30/90		ISSUE FOR TENDER

— COLD WATER
— HOT WATER
— RECIRC WATER
— TEM PERD WATER

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BOX 446 WHITEHORSE, YUKON (403) 667-7205

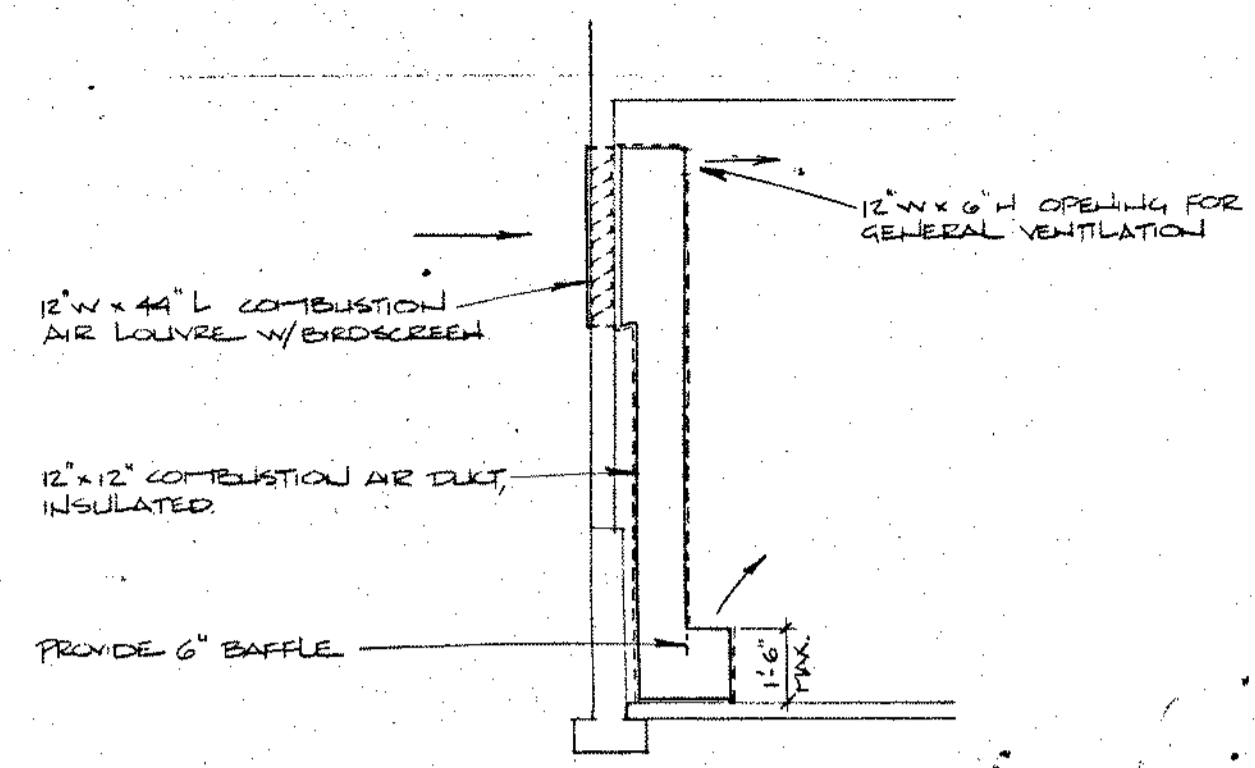
PROJECT:
SWIMMING POOL
CARTACKS, YUKON

DRAWING TITLE:
PLUMBING LAYOUT

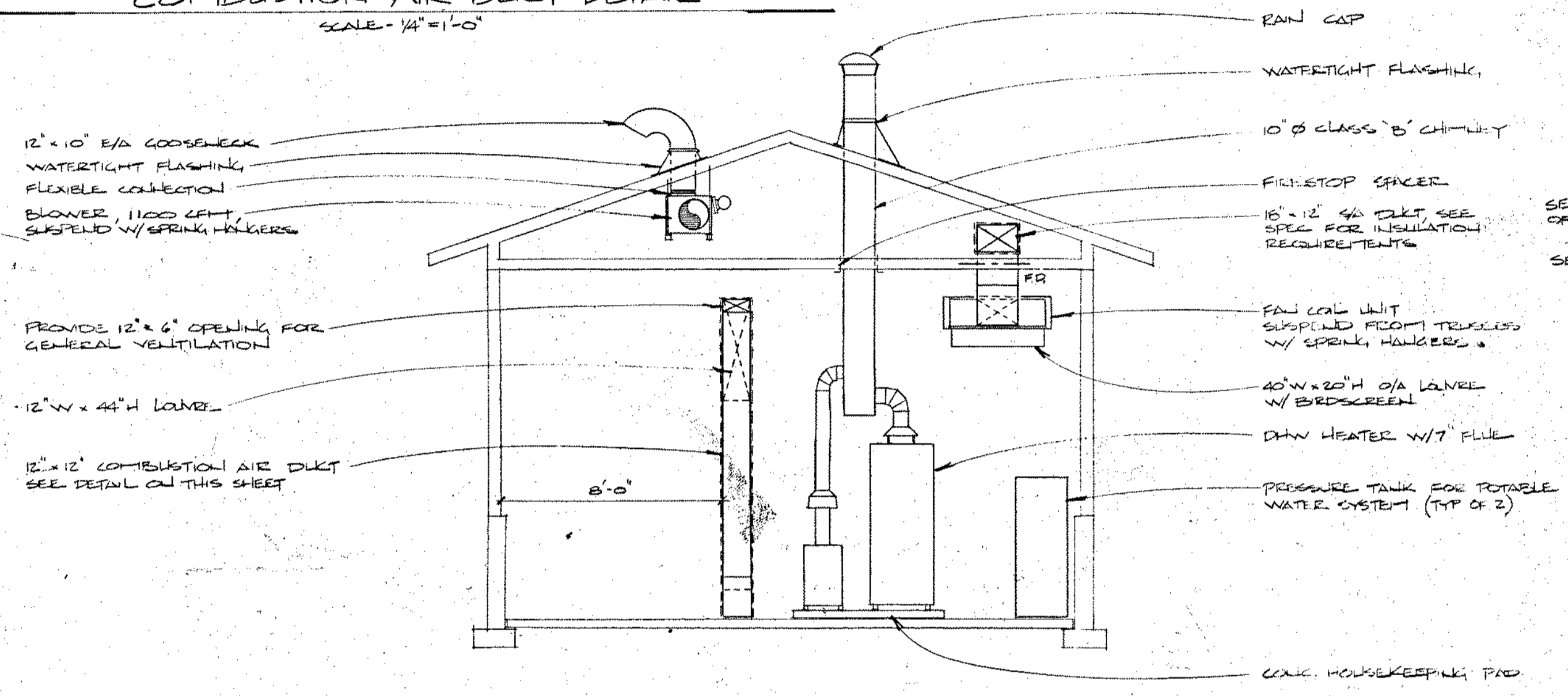
SCALE: AS NOTED
DATE: OCTOBER, 1990
DESIGN: B. BAXTER
DRAWN: F. SMITH
CHECKED:
APPROVED FOR CONSTRUCTION:

northern climate engineering
MECHANICAL CONSULTANTS
Suite 208 - 100 Main St
Whitehorse, Yukon Y1A 2A8
Phone (403) 667-6900

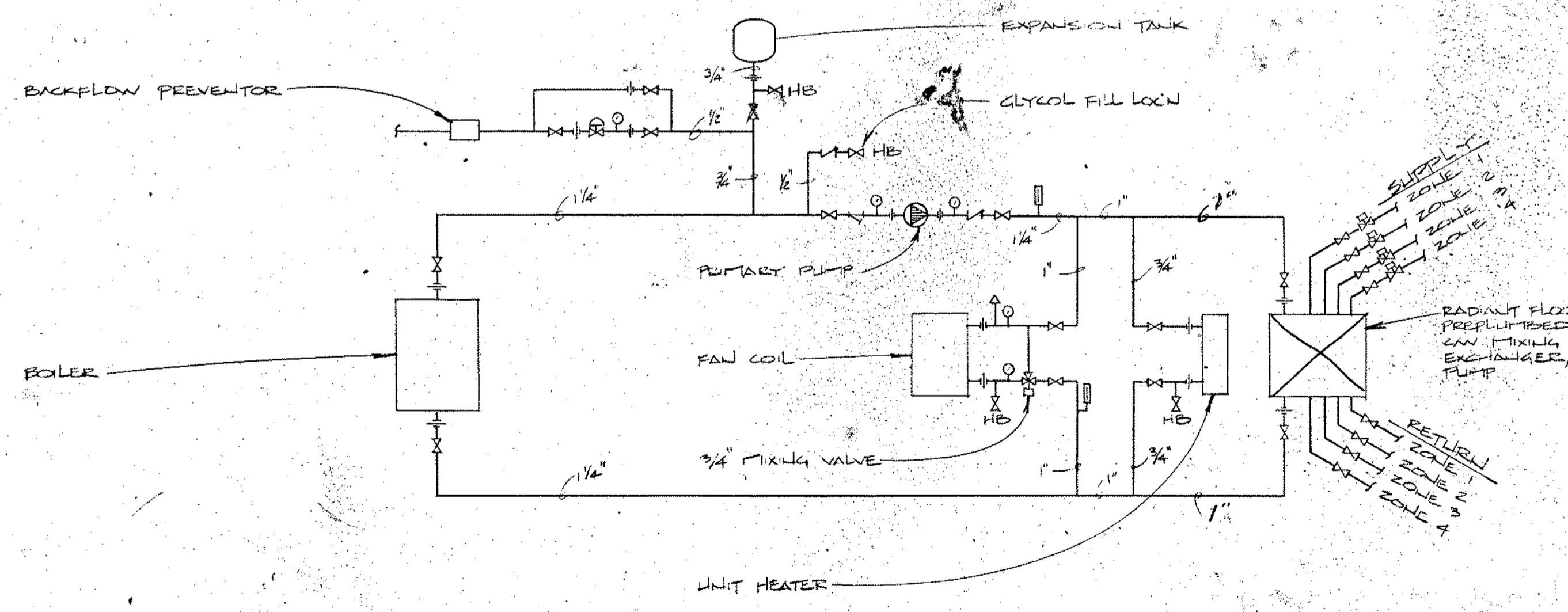
DRAWING NUMBER: SHEET:
11 of 3



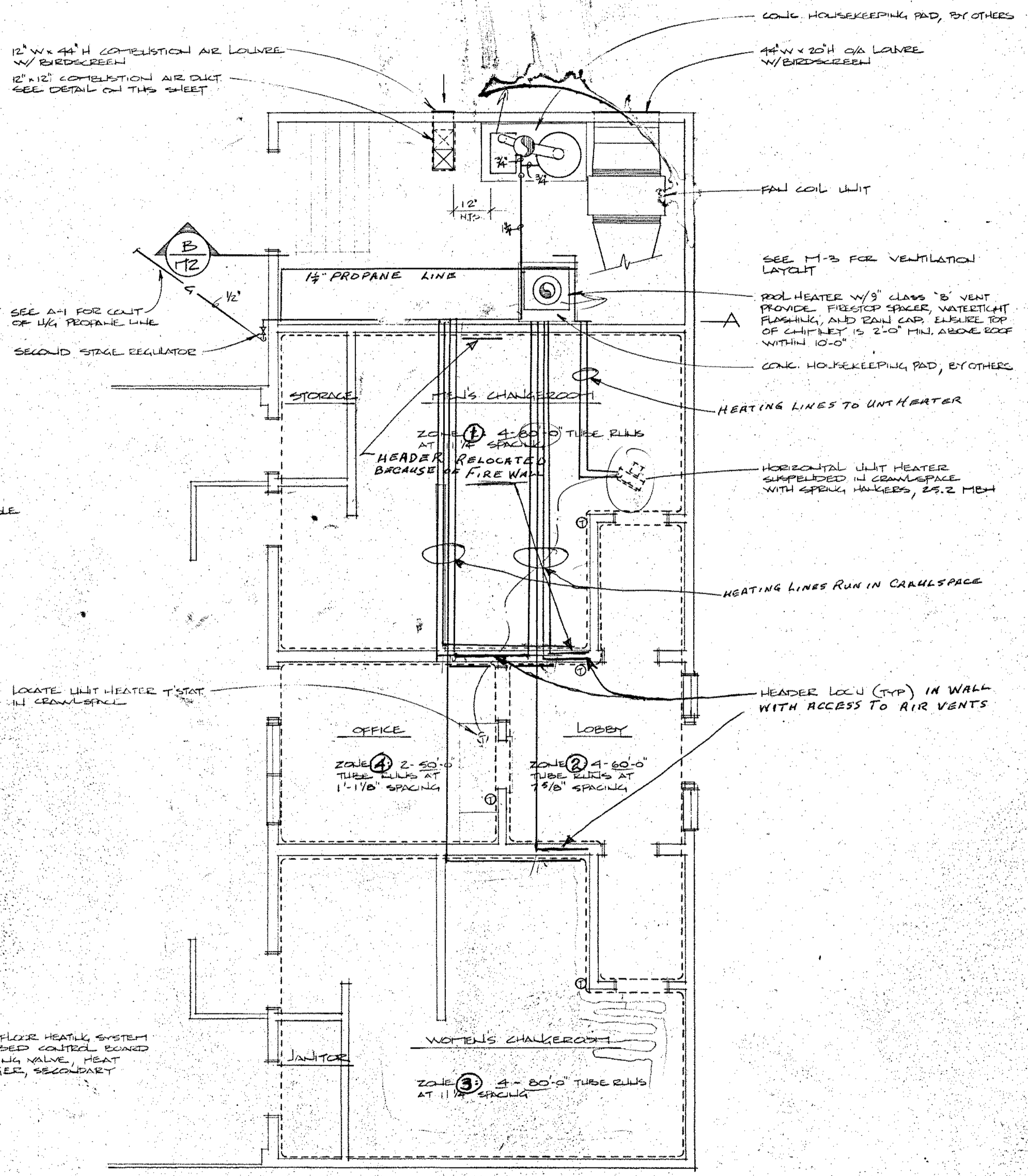
COMBUSTION AIR DUCT DETAIL
SCALE: 1/4" = 1'-0"



SECTION B-T/2
SCALE: 1/4" = 1'-0"



HEATING SYSTEM SCHEMATIC
H.T.S.



PARTIAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
1	1/30/90		SCALE FOR T&DEL

sinclair & associates
BOX 4414 WHITENORSE, YUKON (403) 667-7205

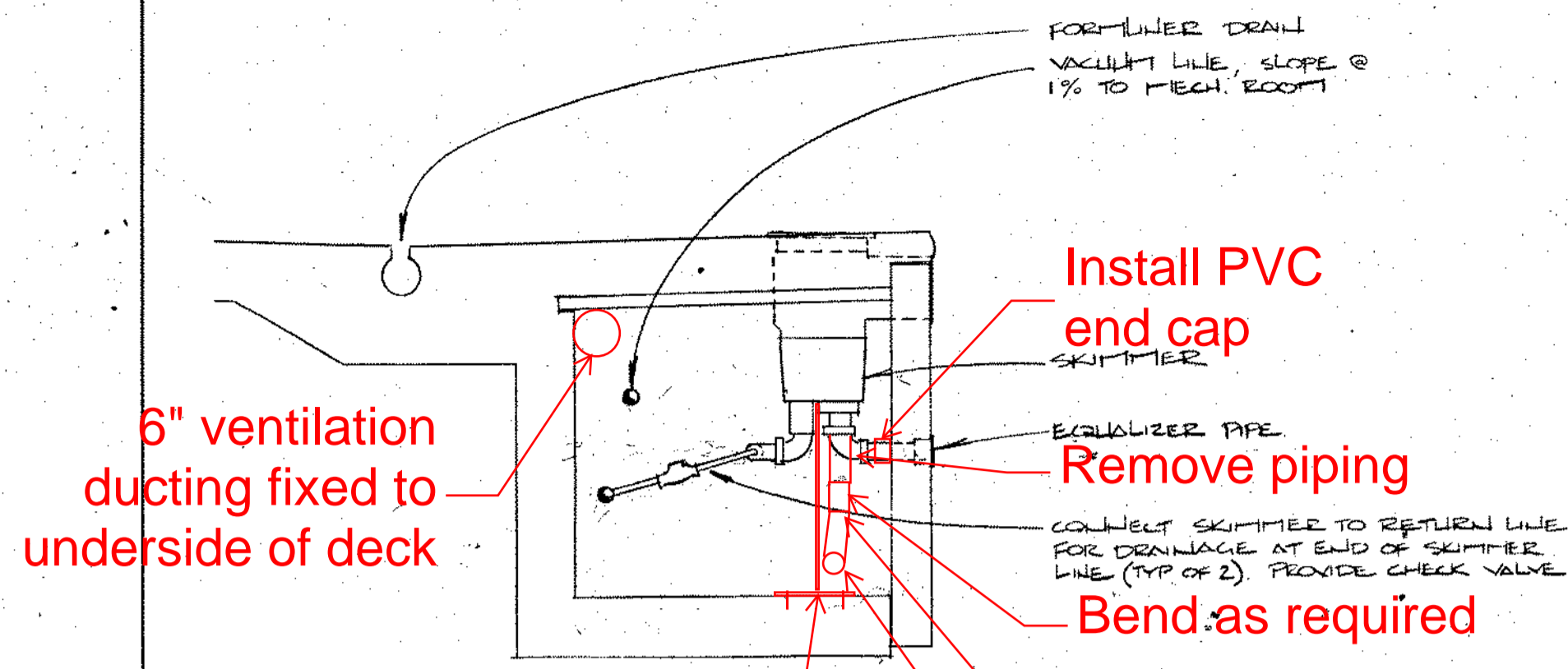
PROJECT:
**SWIMMING POOL
CARTMACKS, YUKON**

DRAWING TITLE:
HEATING LAYOUT

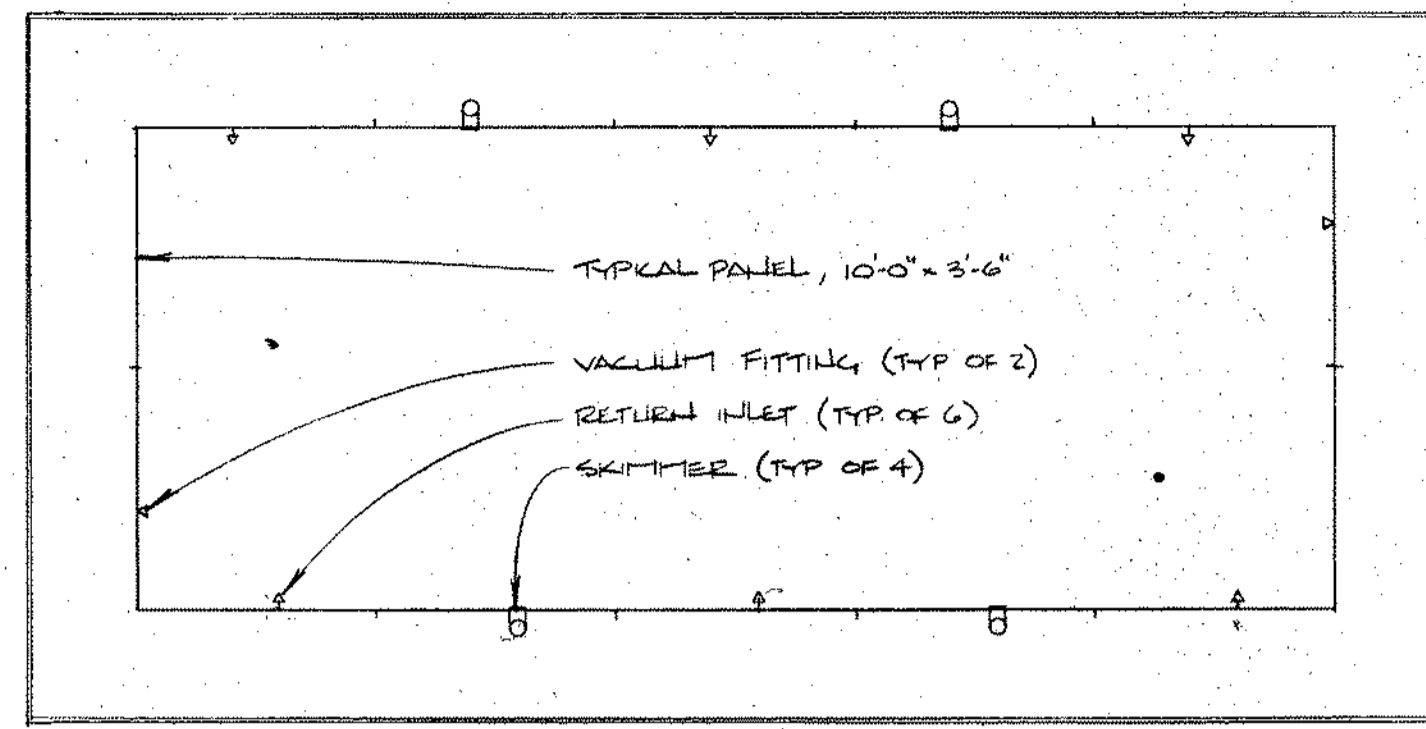
SCALE: AS NOTED
DATE: OCTOBER, 1990
DESIGN: B. BAXTER
DRAWN: F. SMITH
CHECKED:
APPROVED FOR CONSTRUCTION:

northern climate engineering
MECHANICAL CONSULTANTS
Suite 208 - 100 Main St.
Whitenoise, Yukon, Y1A 2A8
Phone: (403) 667-6900

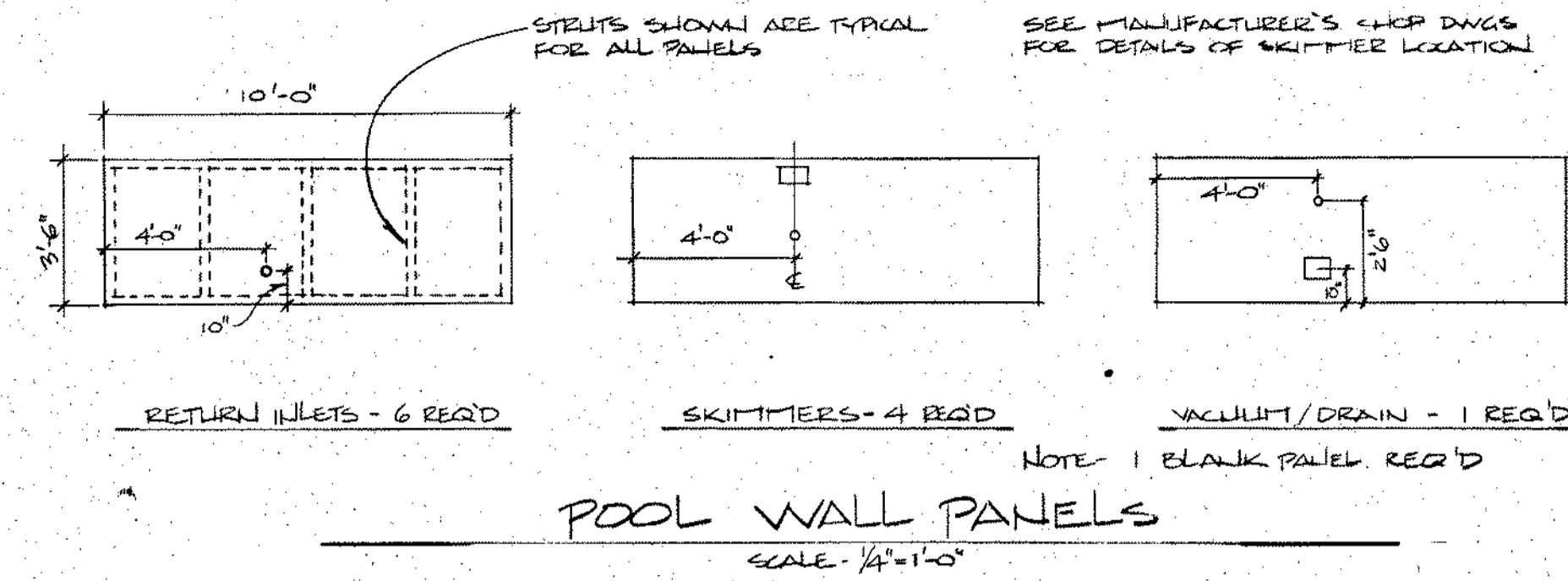
DRAWING NUMBER: SHEET:
172 of 3



SECTION
SCALE: 3/4" = 1'-0"

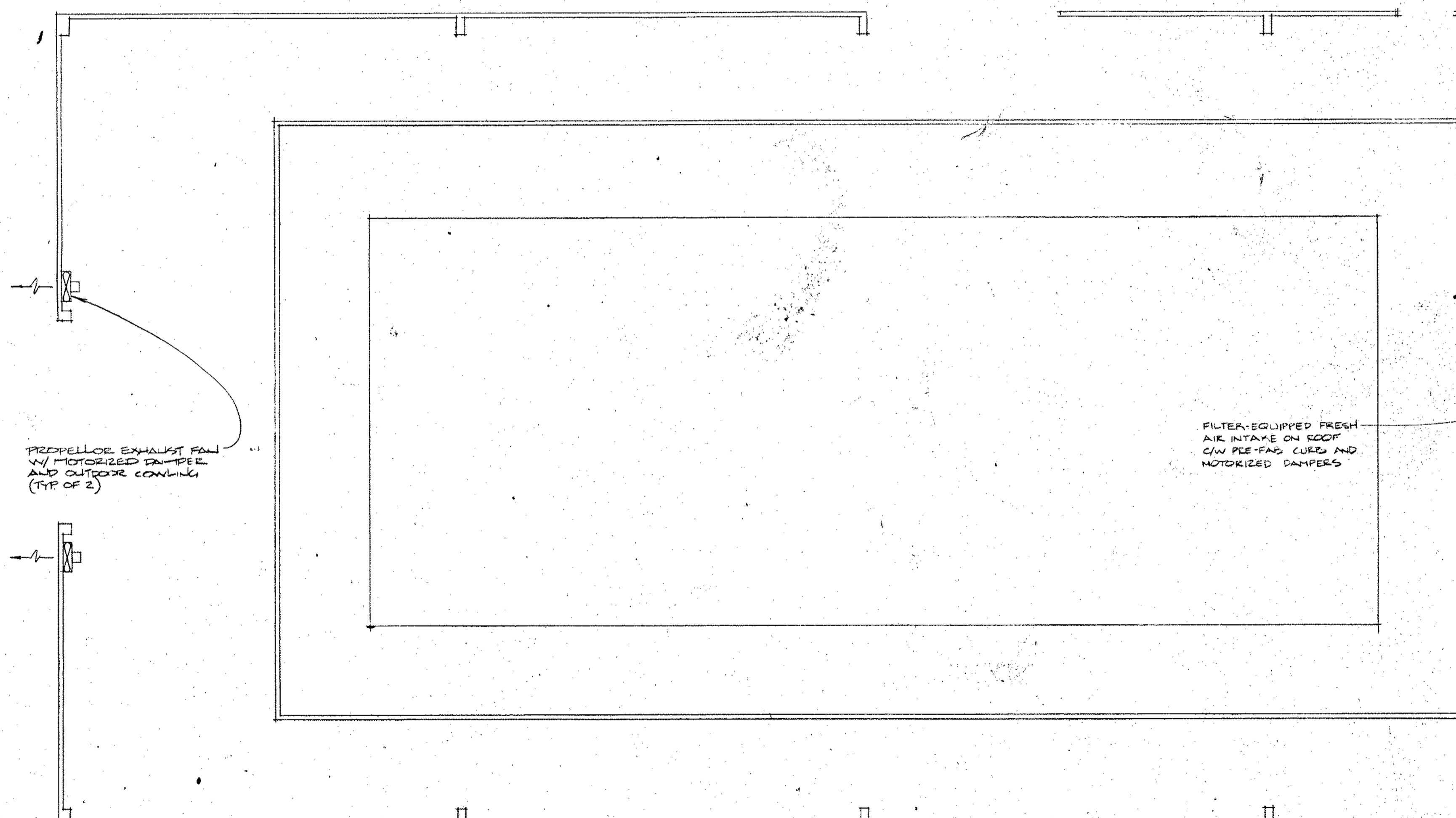


POOL PLAN
SCALE: 1/8" = 1'-0"

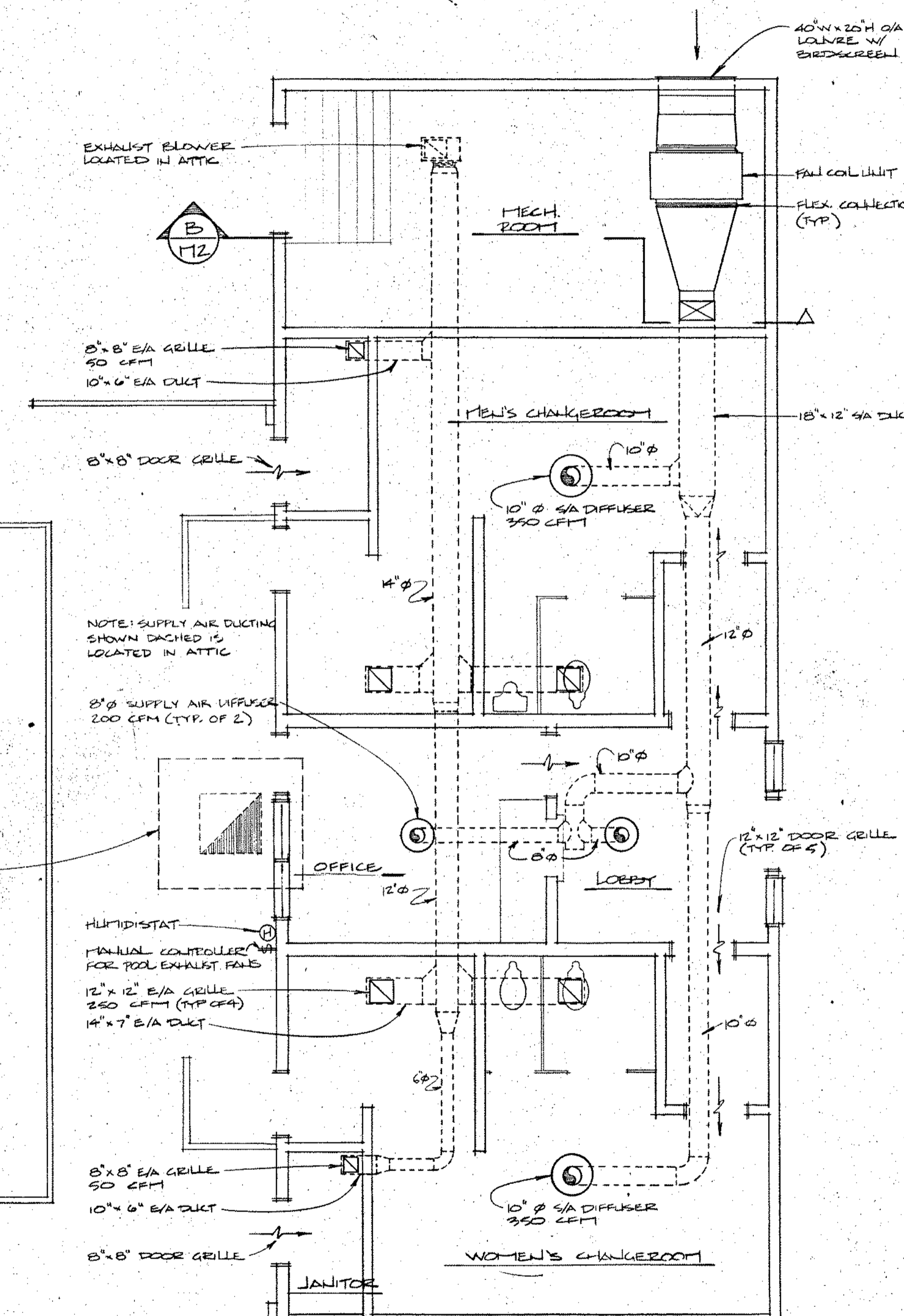


POOL WALL PANELS
SCALE: 1/4" = 1'-0"

6" ventilation ducting fixed to underside of deck
stanchion support fastened to concrete slab
main drain



FLOOR PLAN
SCALE: 1/4" = 1'-0"



REVISIONS:

NO.	DATE	BY	DESCRIPTION
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sinclair & associates
BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
SWIMMING POOL CARMACKS, YUKON

DRAWING TITLE:
HEATING AND VENTILATION LAYOUT

SCALE: AS NOTED

DATE: OCTOBER, 1990

DESIGN: P.D. BAXTER

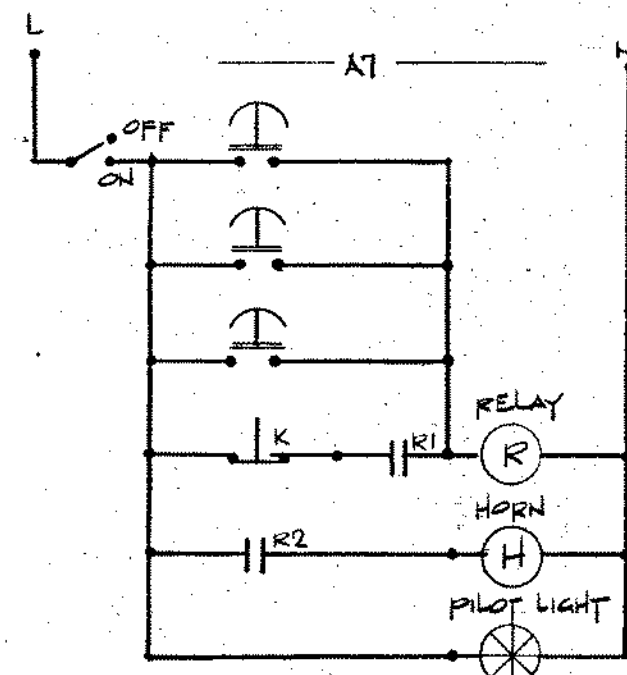
DRAWN: F. SMITH

CHECKED:

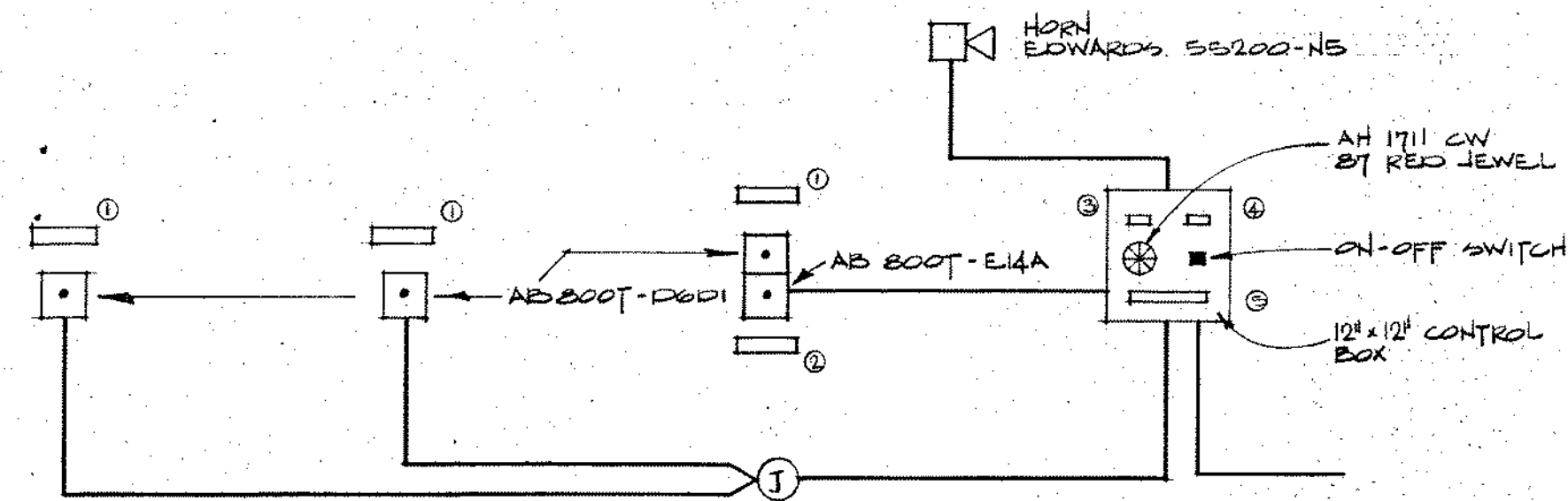
APPROVED FOR CONSTRUCTION:

northern climate engineering
MECHANICAL CONSULTANTS
Suite 208 - 100 Main St Whitehorse, Yukon, Y1A 2A8 Phone: (403) 667-6900

DRAWING NUMBER:	SHEET:
	13 of 3



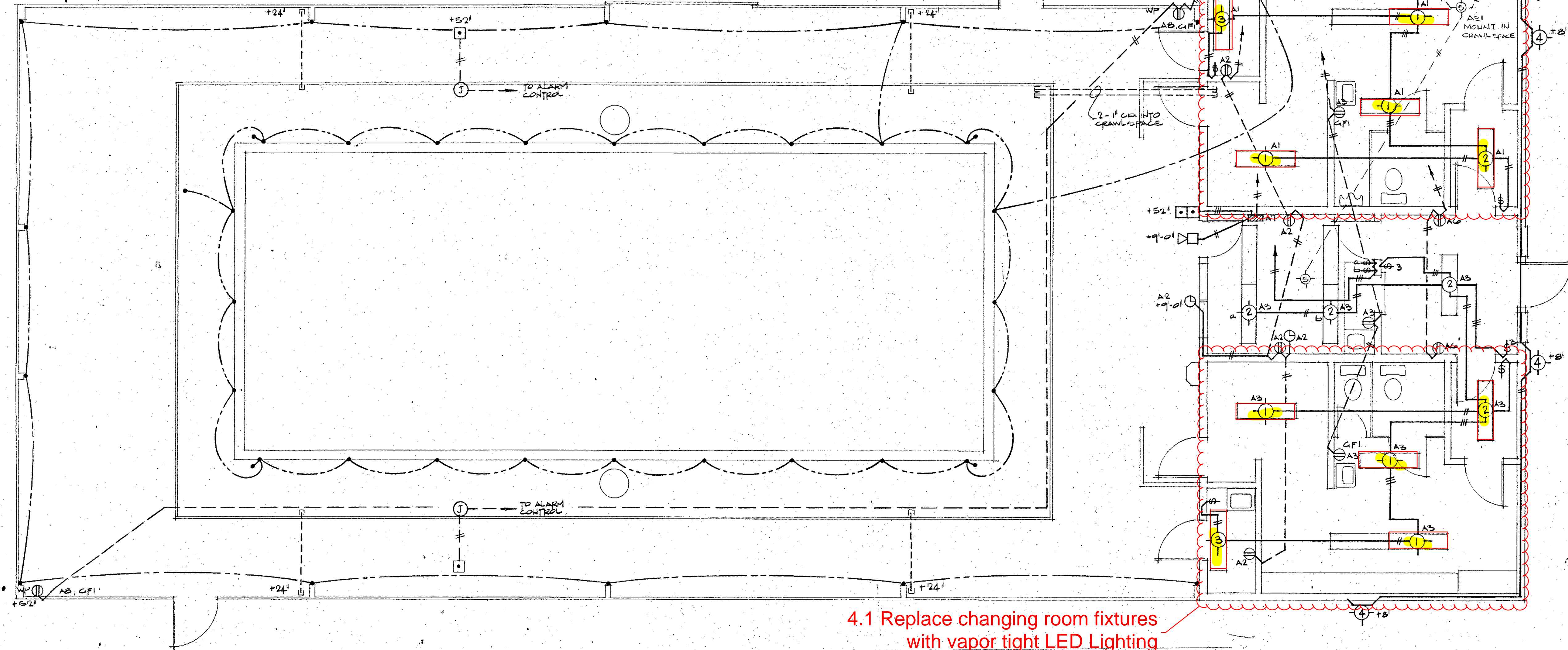
WIRING SCHEMATICS ALARM SYSTEM



NO.	NAME	SIZE
1	EMERGENCY *	6
2	RESET	2
3	SYSTEM ON	1
4	ON-OFF	1
5	ALARM SYSTEM	2

* WHITE LETTER ON RED
ALL OTHERS RED ON WHITE

4.1 Replace changing room fixtures with vapor tight LED Lighting



4.1 Replace changing room fixtures with vapor tight LED Lighting

FIXTURE NUMBER	TYPE	MANUFACTURER	CATALOGUE NUMBER	LAMP(S)	VOLTAGE	MOUNT	LENS	REMARKS
1	F	SYLVANIA	K-210-24B-120-G	2-F40-WW	120	C	POLY	WITH 2-502210 PER LOT
2	F	"	K12A-40-24B-120	2-F40-WW	120	C	ACRY.	
3	F	"	KA-13B-24B-120	2-F40-WW	120	C	OPEN	
4	HPS	"						
5	I	"	CP-553A	1-100 W	120	C	IMPACT RESIST.	MOUNT IN CRAWL SPACE
A	I	SYLVANIA	XW-88-W	2-20W-T6 1-10W-S14	120 12	W	LEXAN	WIRE INTO EMERGENCY SYSTEM

ELECTRICAL LEGEND	
(1) SPECIAL NOTE AND NUMBER	(T) THERMOSTAT
(A1) INC. OR ARC DISCHARGE FIXTURE	(S) SINGLE POLE SWITCH
(A2) "A12" PANEL & CIRCUIT NUMBER	(3) "3" THREE WAY, "4" SWITCH NUMBER, "D" DOUBLE POLE
(A3) WALL MOUNTED LIGHTING FIXTURE OR OUTLET	(F) FIRE ALARM BELL
(R) RECESSED LIGHTING FIXTURE	(FS) FIRE ALARM STATION
(FL) FLUORESCENT LIGHTING FIXTURE CEILING MOUNT	(Z) HEAT DETECTOR AND ZONE
(FT) FLUORESCENT LIGHTING FIXTURE T-BAR CEILING	(Z2) SMOKE DETECTOR AND ZONE "D" DUCT
(PE) PHOTO ELECTRIC CELL	(SD) SMOKE DETECTOR INDEPENDENT UNIT
(J) JUNCTION BOX	(EL) EMERGENCY LIGHTING BATTERY PACK C/W TWO SPOT HEADS
(LU) EXIT LIGHT UNIT & UNIT TYPE	(ELR) EMERGENCY LIGHTING REMOTE HEAD C/W TWO LAMPS
(CO) CLOCK OUTLET ONLY	(MS) MOTOR STARTER
(C) CLOCK & OUTLET	(EFD) ELECTRICAL FUSED DISCONNECT
	(EUF) ELECTRICAL UNFUSED DISCONNECT

(E) ELECTRICAL PANEL RECESSED - SURFACE	(W.P.) WEATHERPROOF
(EP) ELECTRICAL PANEL RECESSED - SURFACE OTHER PANELS RECESSED - SURFACE	+300 300mm ABOVE THE FLOOR
(S) SINGLE OUTLET RECEPTACLE	PL PILOT LIGHT
(D) DUPLEX RECEPTACLE	/// CONDUIT RUN WITH THREE WIRES IN OR ON WALL OR CEILING
(SD) SPLIT DUPLEX RECEPTACLE	-/-/- CONDUIT RUN IN OR UNDER THE FLOOR
(CD) COMPUTER DUPLEX RECEPTACLE	(M) MOTOR
(COP) COMPUTER DATA PORT	(EFD) ELECTRICAL FUSED DISCONNECT 60A FUSE 100A SWITCH
(SPO) SPECIAL PURPOSE OUTLET OR RECEPTACLE	(DM) DIMMER SWITCH
(TO) TELEPHONE OUTLET	
(TV) TELEVISION OUTLET	

NOTES

- POOL BONDING TO COMPLY WITH SECTION 08 OF C.E.C.
- EMERGENCY HEADS IN WASHROOMS AND ENTRY TO HAVE CLEAR LEXAN GLASS GUARDS. FAN COIL UNIT OPERATED BY TIME CLOCK (BY OTHERS) INTERLOCK W/ WASHROOM EXHAUST FAN.

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	11/20/90		ISSUE FOR TENDER

sinclair & associates

BOX 4414 WHITEHORSE, YUKON (403) 687-7205

PROJECT:
SWIMMING POOL
CARMACKS, YUKON

DRAWING TITLE:
LIGHTING, POWER,
ALARM & DETAILS

SCALE: 1/4" = 1'-0"
DATE: OCTOBER 1990
DESIGN: F. DORWARD
DRAWN: JARA
CHECKED:
APPROVED FOR CONSTRUCTION:

DORWARD ENTERPRISES LTD
Whitehorse, Yukon
(403) 688 6888 (403) 633 6454

DRAWING NUMBER: SHEET:
E1 OF 2

13
15
84
94

NOTES

- ① POOL HEATING TO COMPLY WITH SECTION 68 OF C.E.C.
- ② REFERENCE POOL EXHAUST HUMIDISTAT SUPPLIED BY MECH. INSTALLED BY ELEC. HUMIDISTAT TRIMS BOTH FANS ON/OFF AS SET. FAN SWITCHES TURN UNITS ON OR OFF OVERRIDING HUMIDISTAT. TIME DELAY IN MANUAL SWITCH CIRCUITS TURN FAN(S) OFF AFTER PRESET TIME.

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	11/20/90		SCALE FOR TENDER

sinclair & associates
 BOX 4414 WHITEHORSE, YUKON (403) 667-7205

PROJECT:
 SWIMMING POOL
 CARMACKS, YUKON

DRAWING TITLE:
 EXIT, EMERGENCY LIGHTS,
 TELEPHONE, MECHANICAL
 AND DETAILS

SCALE: 1/4" = 1'-0"

DATE: OCTOBER 1990

DESIGN: F. FORWARD

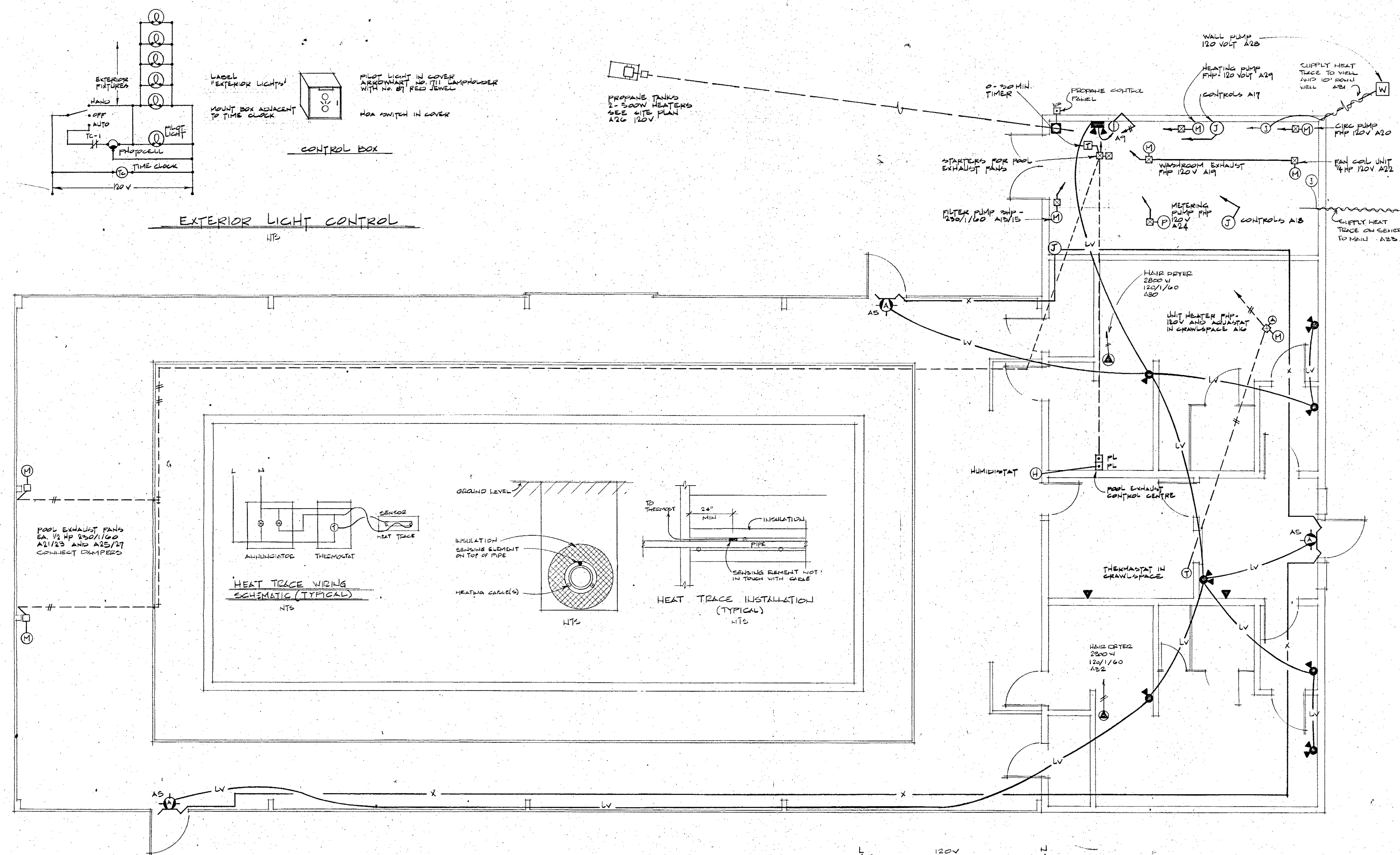
DRAWN: TARA

CHECKED:

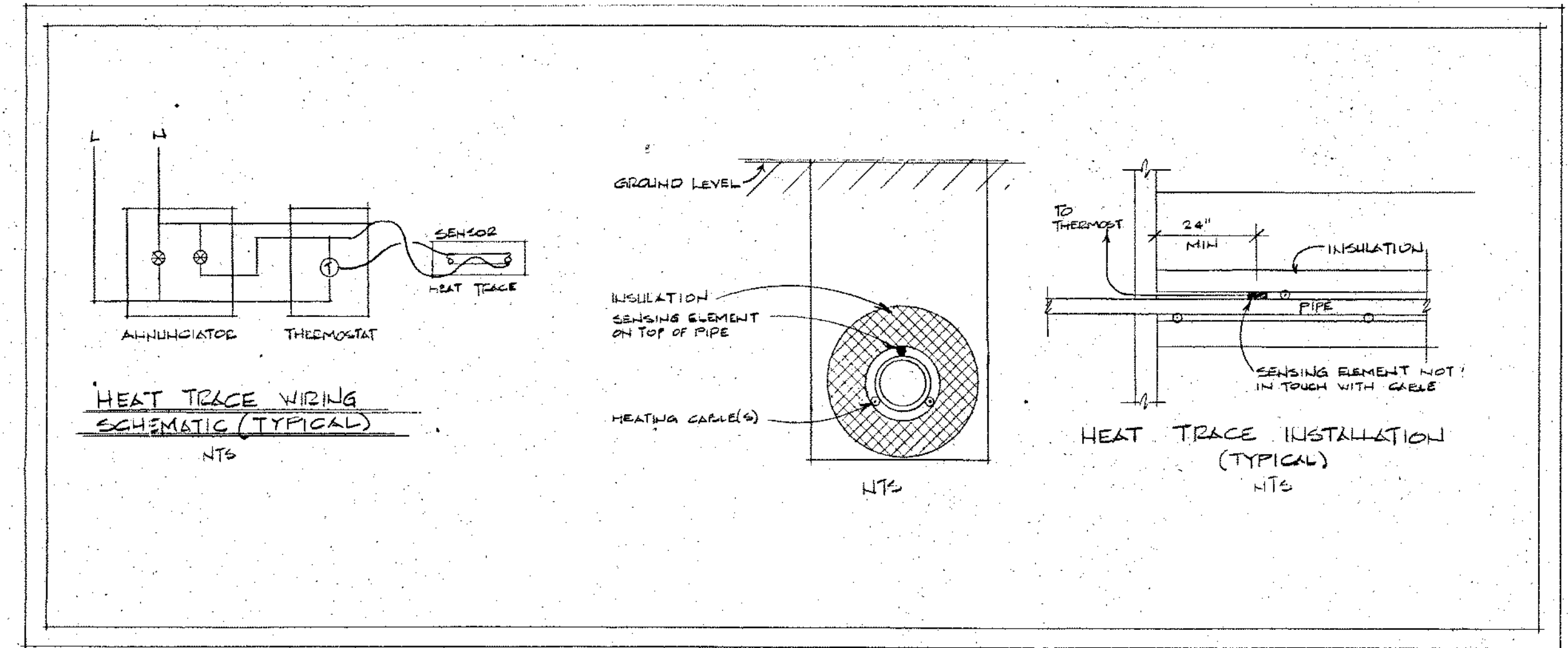
APPROVED FOR CONSTRUCTION:

DORWARD ENTERPRISES LTD.
 Whitehorse, Yukon
 (403) 668 6888 (403) 633 6454 F.

DRAWING NUMBER: SHEET:
 E2 of 2

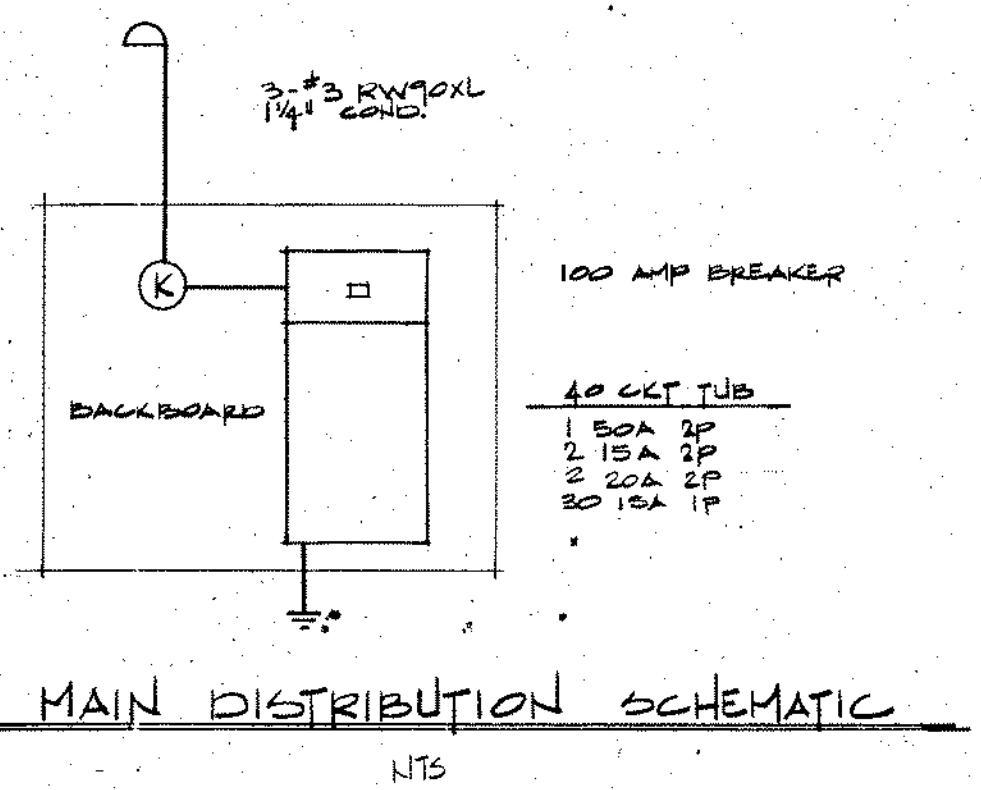


EXTERIOR LIGHT CONTROL
 NTS

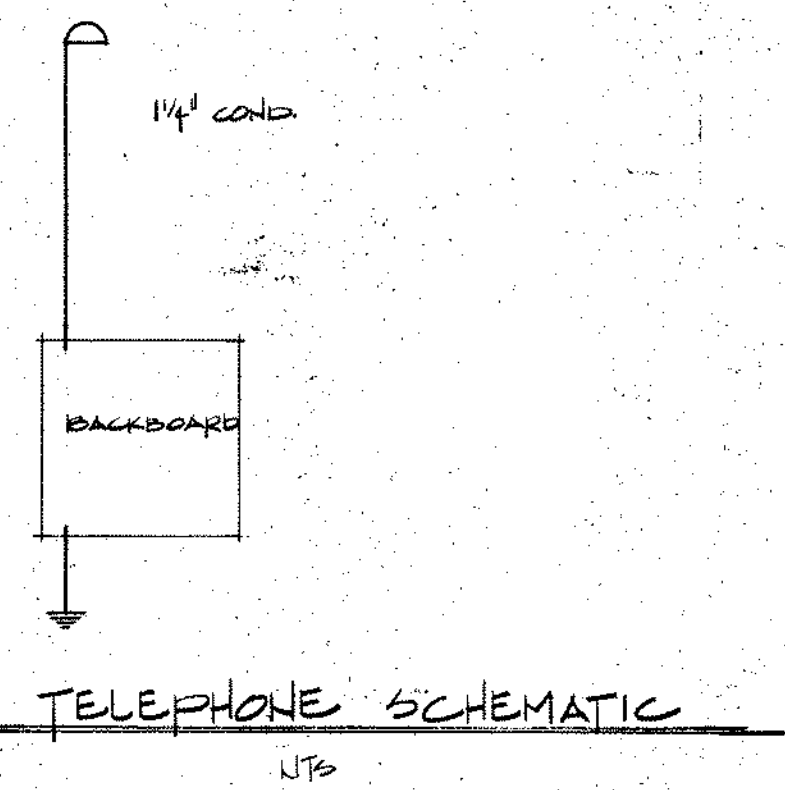


HEAT TRACE WIRING SCHEMATIC (TYPICAL)
 NTS

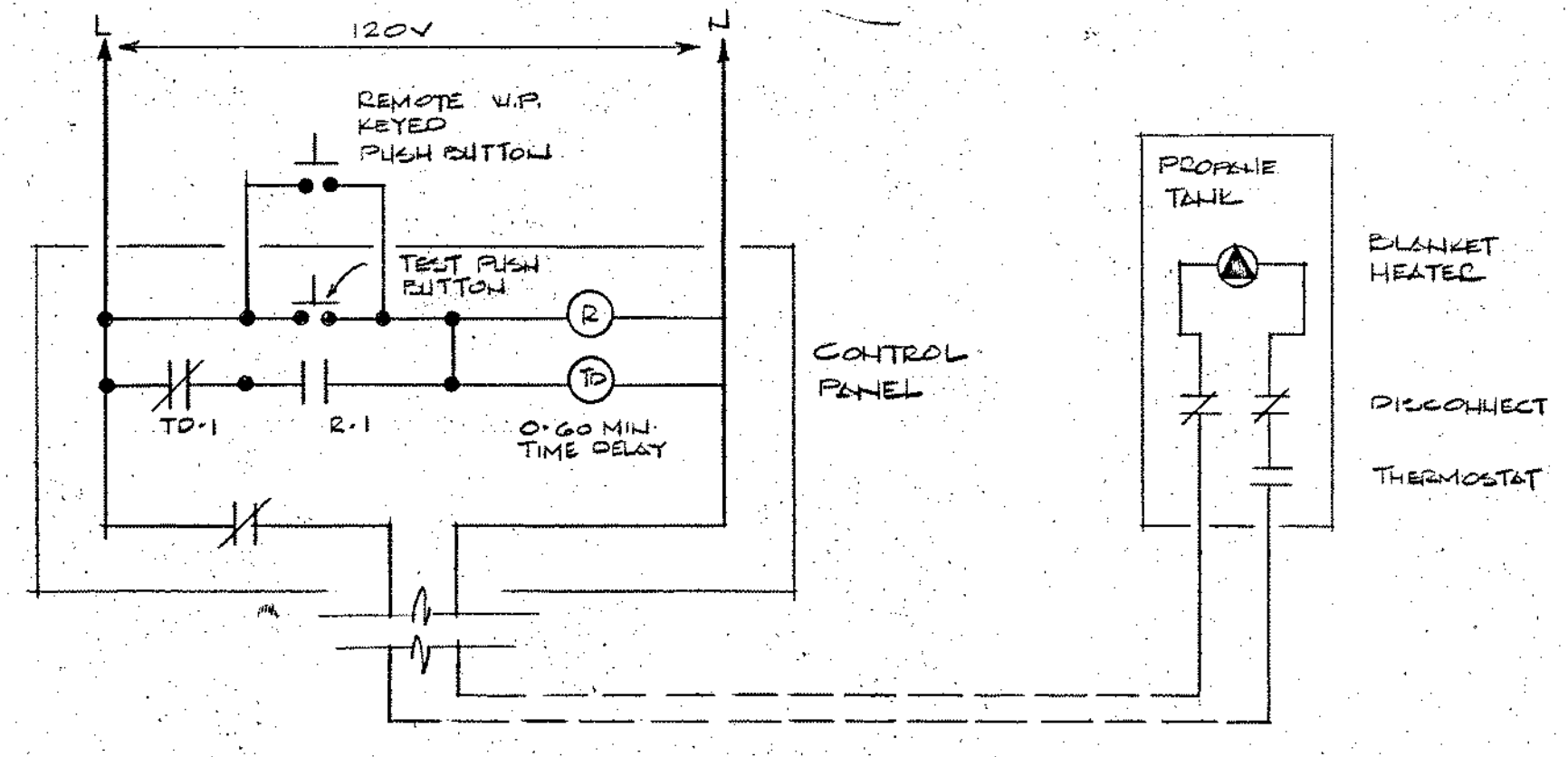
HEAT TRACE INSTALLATION (TYPICAL)
 NTS



MAIN DISTRIBUTION SCHEMATIC
 NTS



TELEPHONE SCHEMATIC
 NTS



PROPANE BLANKET HEATER CONTROL WIRING
 NTS

\\EgnyteDrive\Egnytel\Shared\Projects\70000\70100\70134_Carmacks_Pool_Struct_Assess\02_CADD\20_Drafting\204_REVIT_FNIModel\70134 - Carmacks Pool.rvt

GENERAL

1. ISL'S SCOPE OF WORK IS LIMITED TO THE REVIEW OF STRUCTURAL DEFICIENCIES IDENTIFIED DURING INITIAL SITE VISIT(REFER TO ASSESSMENT REPORT DATED APRIL 15, 2024 & JUNE 19,2024). NO ANALYSIS OF DESIGN OF OTHER EXISTING STRUCTURE WAS PERFORMED
2. CONTRACTOR SHALL EXAMINE ALL CONTRACT DOCUMENTS, CHECK DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER FOR CLARIFICATION PRIOR TO COMMENCING CONSTRUCTION. DISCREPANCIES NOT REPORTED ARE THE RESPONSIBILITY OF THE CONTRACTOR. CHECK AND VERIFY ALL DIMENSIONS WITH THE ARCHITECTURAL DRAWINGS BEFORE COMMENCING WITH ANY WORK. NOTIFY THE ARCHITECT OF ANY ERRORS OR OMISSIONS.
3. READ STRUCTURAL DRAWINGS IN CONJUNCTION WITH THE MECHANICAL DRAWINGS.
4. TEMPORARY SUPPORT AND TEMPORARY AND PERMANENT BRACING OF LOAD BEARING AND NON-LOAD BEARING ELEMENTS DURING CONSTRUCTION TO RESIST DEAD, LIVE AND CONSTRUCTION LOADS IS THE RESPONSIBILITY OF THE CONTRACTOR. DESIGN OF THE TEMPORARY SUPPORTS IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. DO NOT CONSTRUCT FROM THESE DRAWINGS UNLESS MARKED "ISSUED FOR CONSTRUCTION".
6. THE GENERAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW BY THE ENGINEER OF RECORD. ALLOW ADEQUATE TIME FOR REVIEW BY THE ENGINEER OF RECORD PRIOR TO FABRICATION OR ERECTION. SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR PRIOR TO SUBMISSION FOR REVIEW BY THE ENGINEER OF RECORD. SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW FOR THE FOLLOWING BUT NOT LIMITED TO:
 - A. STRUCTURAL STEEL SHAPES AND PLATES
7. ALL CONSTRUCTION TO CONFORM TO THE NBC 2020;
8. **FIELD REVIEWS:**
NOTIFY THE ENGINEER 72 HOURS IN ADVANCE FOR FIELD REVIEWS AND APPROVAL OF THE FOLLOWING:
 - A. STRUCTURAL STEEL BEFORE COVERING UP
 - B. WOOD FRAMING BEFORE COVERING UP

RENOVATIONS

1. THE CONTRACT DOCUMENTS ARE BASED ON ASSUMED AS-BUILT DIMENSIONS FOR THE EXISTING BUILDING STRUCTURE AND ASSUMPTIONS IN ACCORDANCE WITH DETAILING AND PLACING PRACTICE. THESE ASSUMPTIONS MAY VARY FROM THE ACTUAL ON-SITE CONDITIONS. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE CONSULTANT OF ANY ACTUAL VARIATIONS FROM THE ASSUMED CONDITIONS
2. MINOR MODIFICATIONS WILL BE REQUIRED TO THE WORK INDICATED ON THESE DRAWINGS TO REFLECT ACTUAL SITE CONDITIONS. THE CONTRACTOR WILL COOPERATE WITH THE CONSULTANT AND ISL IN THIS REGARD. MINOR MODIFICATIONS WILL BECOME THE RESPONSIBILITY OF THE CONTRACTOR AND WILL NOT RESULT IN A CHANGE IN THE CONTRACT PRICE.
3. ENSURE THAT ALL NECESSARY JOB DIMENSIONS ARE TAKES AND ALL TRADES ARE COORDINATED FOR THE PROPER EXECUTION OF THE WORK. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF SUCH DIMENSIONS AND FOR COORDINATION.
4. PRIOR TO FABRICATION OF ANY STRUCTURAL MEMBER, THE CONTRACTOR SHALL COMPLETE THIS SITE REVIEW OF CRITICAL 'TIE-IN' DIMENSIONS AND CONFIRM ALL DIMENSIONS TO ENSURE PROPER FIT OF NEW WORK TO EXISTING. REPORT AND DISCREPANCIES TO ISL PRIOR TO STARTING WORK.
5. COMMENCEMENT OF CONSTRUCTION OF ANY PART THEREOF CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS AND MEANS DIMENSION AND ELEVATIONS HAVE BEEN CONSIDERED, VERIFIED AND ARE ACCEPTABLE.
6. ANY OPENINGS THAT ARE NOT SHOWN OR INDICATED ON THE STRUCTURAL DRAWINGS SHALL BE REPORTED TO ISL FOR REVIEW. THESE OPENINGS MAY NOT BE ALLOWED, MAY HAVE TO BE MOVED, OR MAY REQUIRE ADDITIONAL STRUCTURAL WORK AND DETAILS. DO NOT PROCEED WITH THESE OPENINGS WITHOUT WRITTEN PERMISSION FROM ISL ENGINEERING.

DRAWING LIST

S1.0	GENERAL NOTES
S1.1	GENERAL NOTES
S1.2	POOL MECH. CHASE DETAIL
S1.3	OFFICE/CHANGE ROOM MAIN BEAM UPGRADE



Whitehorse Office 867.322.6862
Unit 17, 1114 Front Street Whitehorse, YT Y1A 2A8

Note
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P.Eng.		Permit	
3	IFC	TH	2024.08.27
1	ISSUED FOR REVIEW	TH	2024.06.19
No.	DESCRIPTION	BY	DATE

REVISIONS	
Project CARMACKS POOL STRUCUTRAL REPAIRS	
Title GENERAL NOTES	
Scale 1 : 1	Revision No. 3
Project No. 70134	Drawing No.
Drawn: FN	Design Checked: TH
Designed: FN/TH Date 2024.06.17	Discipline Review: Date 2024.06.17
S1.0	

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MATERIAL SPECIFICATIONS

WOOD

- TO CONFORM WITH CSA/CAN 086.14 ENGINEERING DESIGN IN WOOD (LIMIT STATES DESIGN)

ENGINEERED WOOD PRODUCTS

DESIGN DEFLECTION LIMITS:

ROOF FRAMING:

LIVE LOAD: LL=L/360

TOTAL LOAD: TL=L/240

FLOOR FRAMING:

LIVE LOAD: LL=L/480

TOTAL LOAD: TL=L/360

FRAMING

- GRADES AND TYPES TO BE AS FOLLOWS U.N.O.:
 - STRUCTURAL LIGHT FRAMING: SPF #2 OR BETTER
 - WOOD POSTS & BUILT UP COLUMNS: SPF #2 OR BETTER

STEEL

- PROVIDE STRUCTURAL STEEL TO CSA/CAN-G40.20-13/G40.21-13 OR ASTM STANDARD A 992/A992M. THE FOLLOWING SHOULD HAVE GRADES MINIMUM OF:
 - STRUCTURAL SHAPES 300W
 - MISCELLANEOUS PLATES 300W
- FABRICATE STEEL TO CSA S16.14
- HOT DIP GALVANIZED ALL STEEL TO ASTM A123

WELDING

- WELDING TO BE METAL ARC WELDING TO CSA W59 BY WELDERS APPROVED BY THE CANADIAN WELDING BUREAU TO REQUIREMENTS OF CSA W47.1. CERTIFICATE TO BE MADE AVAILABLE UPON REQUEST.

MATERIAL SPECIFICATIONS

HARDWARE

- TO CONFORM TO THE FOLLOWING U.N.O.:
 - BOLTS: ASTM A307, A325, A325M, A490, A490M OR F182.
 - THREADED ROD: STM A307
 - SCREWS: GRK RSS, SFS INTEC BLUE MAX OR SPAX T-STAR
- ALL HARDWARE SHALL BE GALVANIZED.

SCOPE OF WORK

CONTRACTOR SCOPE OF WORK FOR REPAIRS SHALL INCLUDE:

- REPLACEMENT OF CORRODED ANGLE AND FASTENERS SUPPORTING POOL DECK/CHASE, INCLUDING MISC. REPAIRS PER S1.2.
- REPLACEMENT OF BEAM SUPPORTING CHANGEROOM FLOOR WITH NEW BEARING WALL PER S1.3, INCLUDING DISPOSAL OF REMOVED COMPONENTS.
- TIGHTENING OF STEEL CROSS-BRACING OF POOL ROOF STRUCTURE
- INSTALLATION OF VENTILATION OF MECHANICAL CHASE AROUND POOL (TO PREVENT FURTHER CORROSION) PER CONSTRUCTION DOCUMENTS BY OTHERS.



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 Unit 17, 1114 Front Street Whitehorse, YT Y1A 2A8

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Permit to Practice
 ISL Engineering and Land Services Ltd.
 Signature: *[Signature]*
 Date: 2024-08-28
 Permit Number PP279
 Association of Professional Engineers of Yukon

No.	DESCRIPTION	BY	DATE
3	IFC	TH	2024.08.27
1	ISSUED FOR REVIEW	TH	2024.06.19

REVISIONS			

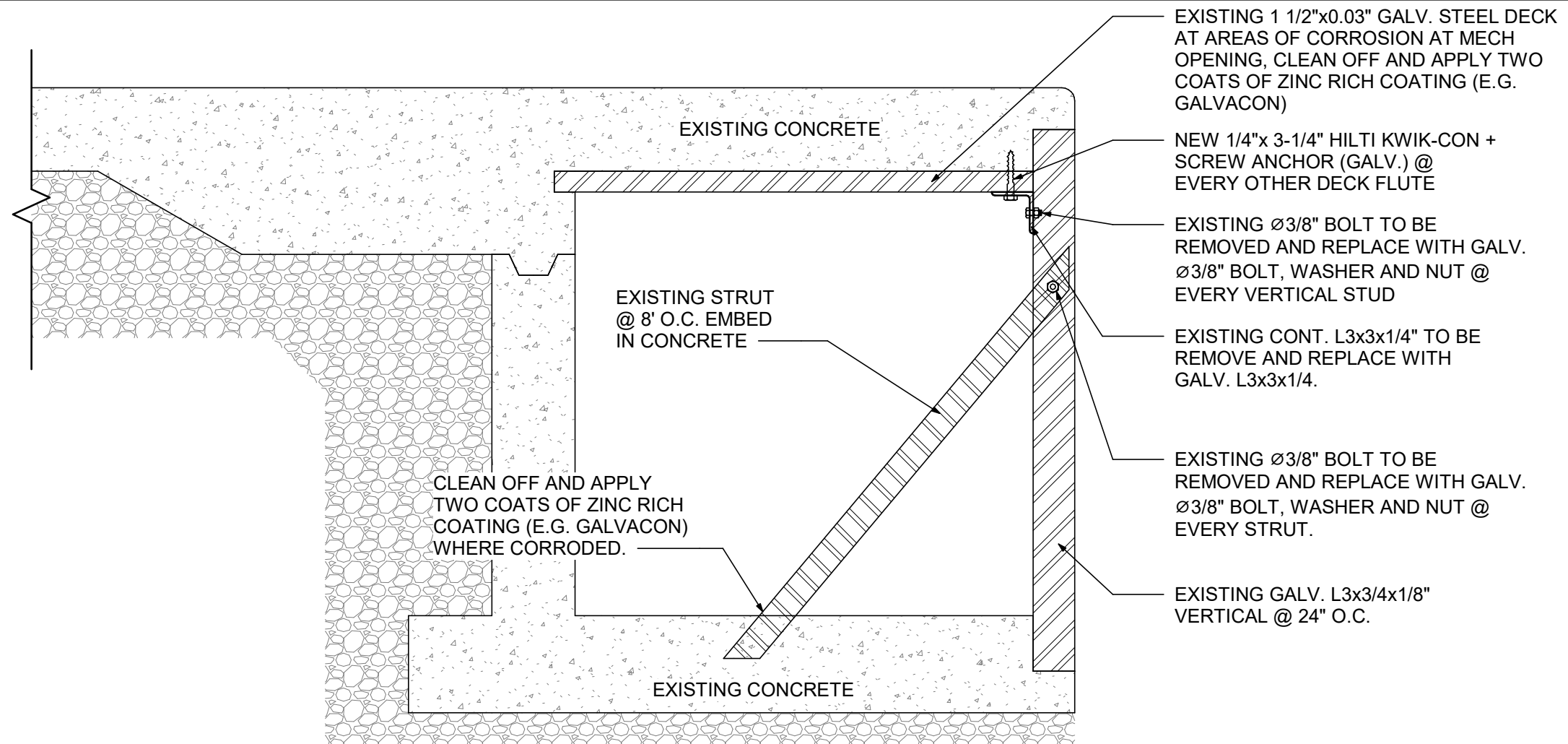
Project
**CARMACKS POOL
 STRUCUTRAL REPAIRS**

Title
GENERAL NOTES

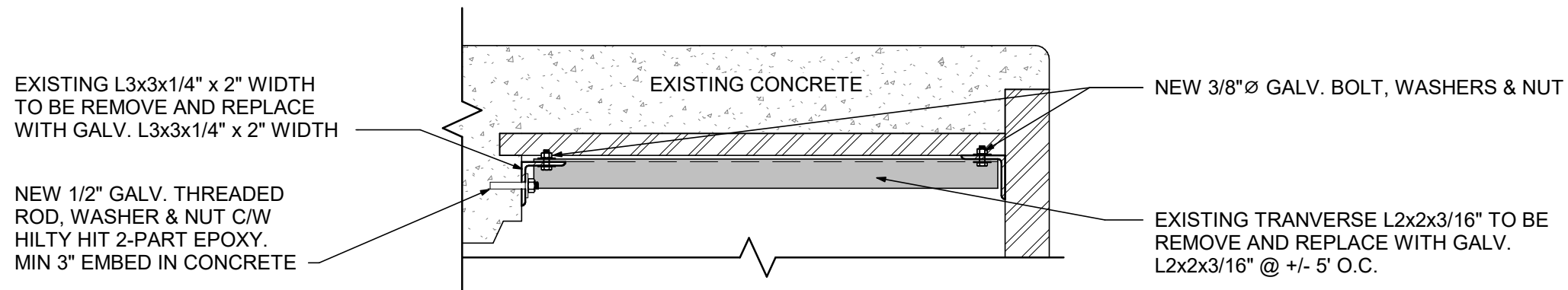
Scale 1 : 1	Revision No. 3
Project No. 70134	Drawing No.
Drawn: FN	Design Checked: TH
Designed: FN/TH Date 2024.06.17	Discipline Review: Date 2024.06.17

S1.1

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1
S1.2
POOL MECH. CHASE
DETAIL UPGRADE
1 : 10



2
S1.2
TRANVERSE ANGLE FOR
MECH SUPPORT DETAIL
TYP.
1 : 10



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Unit 17, 1114 Front Street Whitehorse, YT Y1A 2A8

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P.Eng. Permit

No.	DESCRIPTION	BY	DATE
3	IFC	TH	2024.08.27
1	ISSUED FOR REVIEW	TH	2024.06.19

REVISIONS

Project
**CARMACKS POOL
STRUCUTRAL REPAIRS**

Title
**POOL MECH. CHASE
DETAIL**

Scale	1 : 10	Revision No.	3
Project No.	70134	Drawing No.	S1.2
Drawn:	FN		
Designed:	FN/TH Date 2024.06.17		
Design Checked:	TH		
Discipline Review:	Date 2024.06.17		

\\EgnyteDrive\Egnytel\Shared\Projects\70000\70100\70134_Carmacks_Pool_Struct_Assess\02_CADD\20_Drafting\204_REVIT_FNMModel\70134 - Carmacks Pool.rvt

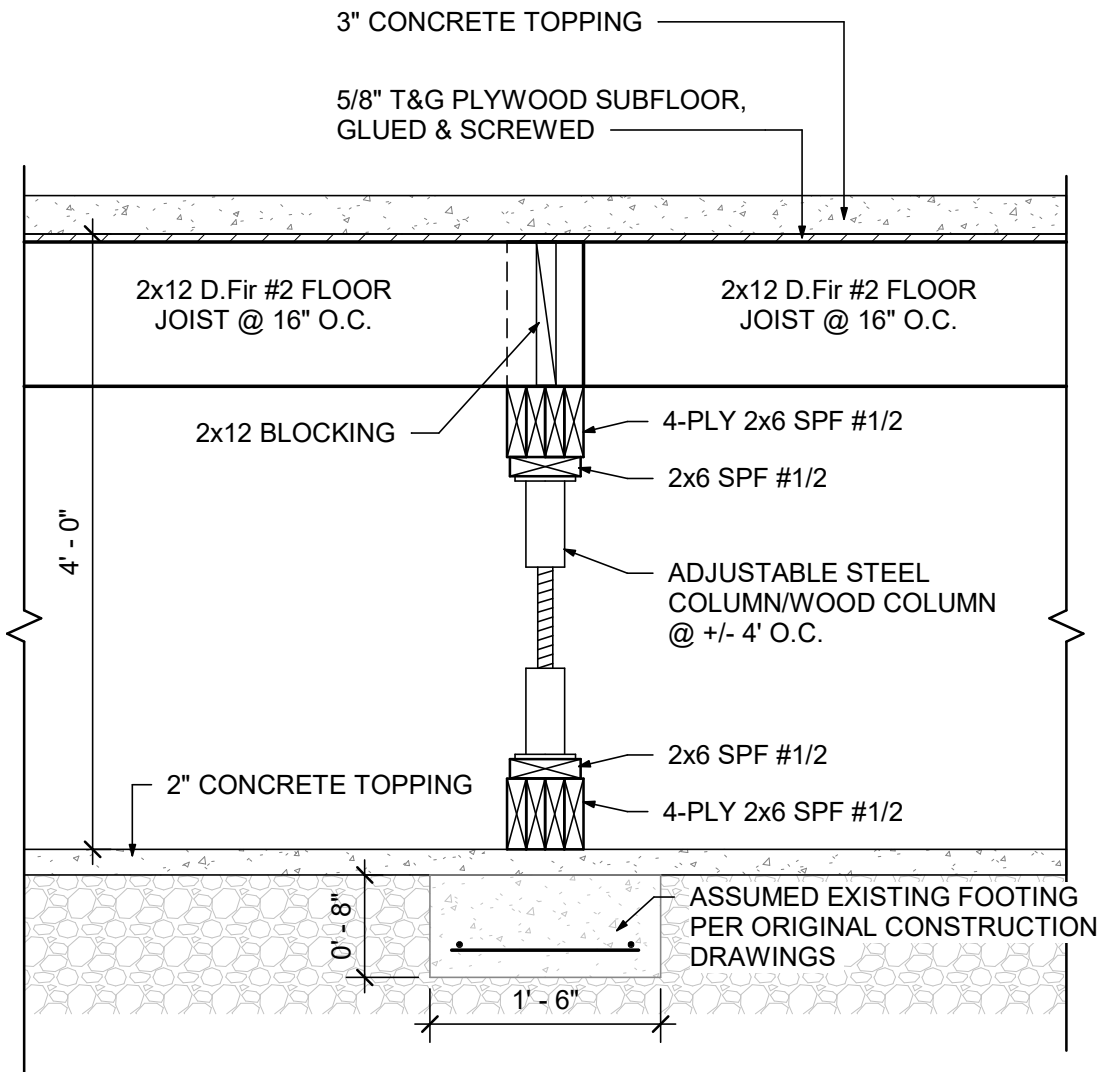
1. CONTRACTOR TO PROVIDE TEMPORARY SHORING AS REQUIRED



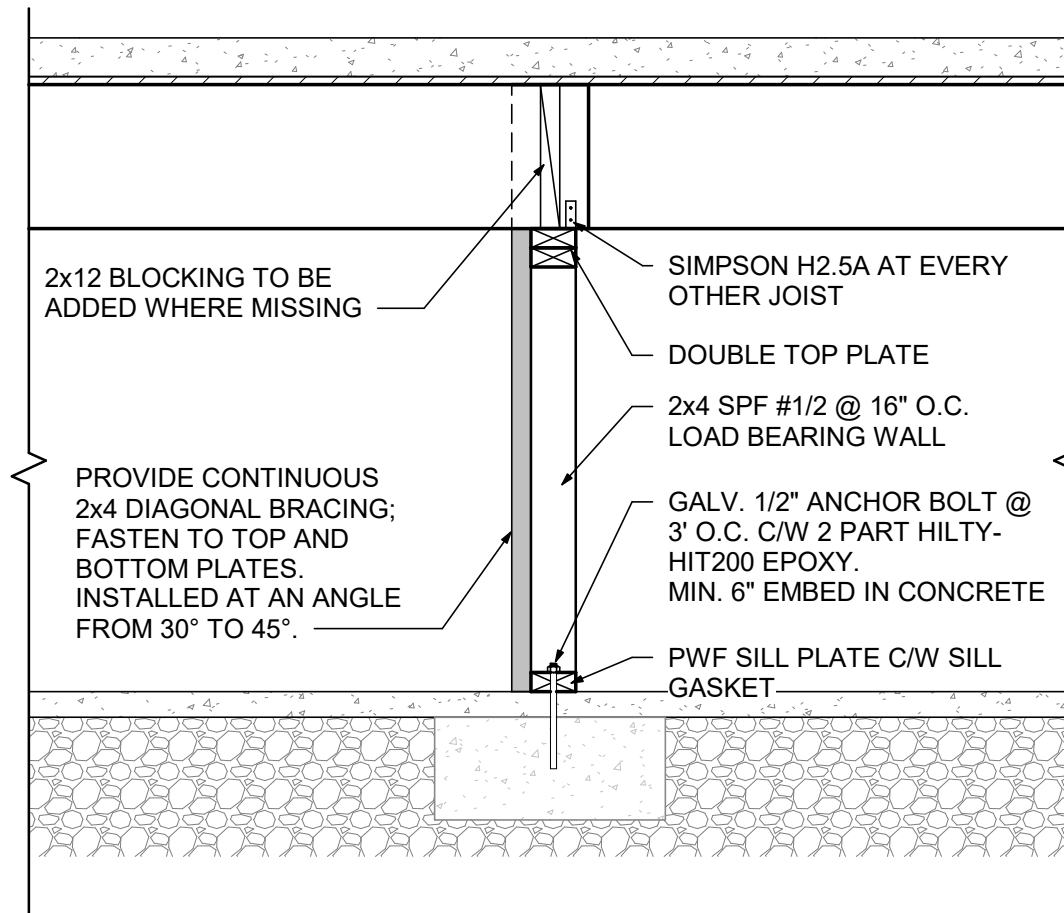
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1 EXISTING CONDITION
S1.3 1 : 15



2 UPGRADE
S1.3 1 : 15



Permit to Practice
ISL Engineering and Land Services Ltd.
Signature: *[Signature]*
Date: 2024-08-28
Permit Number PP279
Association of Professional Engineers of Yukon

No.	DESCRIPTION	BY	DATE
3	IFC	TH	2024.08.27
1	ISSUED FOR REVIEW	TH	2024.06.19

REVISIONS

No.	DESCRIPTION	BY	DATE

Project
CARMACKS POOL STRUCUTRAL REPAIRS

Title
OFFICE/CHANGE ROOM MAIN BEAM UPGRADE

Scale	1 : 15	Revision No.	3
Project No.	70134	Drawing No.	S1.3
Drawn:	FN	Design Checked:	TH
Designed:	FN/TH Date 2024.06.17	Discipline Review:	Date 2024.06.17



Funding Agreement

Canada Community-Building Fund Funding Agreement

Village of Carmacks

THIS AGREEMENT made at Whitehorse, Yukon on *September 24th, 2024*

BETWEEN:

The Government of Yukon, as represented by the Minister

("GY")

AND:

Village of Carmacks, being a local government established or continued under the *Municipal Act R.S.Y. 2002 c. 154*, as represented by the Mayor, or other authorized Officer

(the "Ultimate Recipient")

being the parties (the "Parties") to this Funding Agreement (the "Agreement").

WHEREAS

- A. Canada and GY have entered into the Administrative Agreement by which Canada provides funding administered by GY that helps communities build and revitalize their public infrastructure in the fiscal years 2024-2034.
- B. Under the Administrative Agreement, GY must enter into, and enforce the terms of, funding agreements with eligible Ultimate Recipients.
- C. The Recipient has applied for funding for the Project and GY has determined that the Project is one that is eligible for funding under the Administrative Agreement.



- D. By this Agreement, GY wishes to provide the Ultimate Recipient with funding for the Project.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1.0 AGREEMENT:

- 1.1 This Agreement, together with all of its schedules and appendices and the other documents incorporated into it, shall be read collectively.
- 1.2 This Agreement is the result of GY having accepted a funding proposal from the Ultimate Recipient, which funding proposal is, except to the extent explicitly stated otherwise in this Agreement, deemed to be incorporated into, and to be part of, this Agreement.
- 1.3 This Agreement incorporates the terms of the Administrative Agreement and must be read and interpreted in a manner consistent with it, and in light of it.
- 1.4 For greater certainty, any requirement in the Administrative Agreement in respect of the terms of a funding agreement to be made under it, or in respect of the obligations of an Ultimate Recipient regarding the receipt of, the use of, and the accounting in respect of, funding received under, or because of, the Administrative Agreement is deemed to be incorporated into, and a requirement imposed on the Ultimate Recipient under, this Agreement.
- 1.5 For convenience, the Ultimate Recipient requirements under the Administrative Agreement are reproduced at Schedule A to this Agreement.
- 1.6 For convenience, the categories of Eligible Projects under the Administrative Agreement are reproduced at Schedule B to this Agreement.
- 1.7 For convenience, the list of Eligible and Ineligible Expenditures under the Administrative Agreement are reproduced at Schedule C to this Agreement.
- 1.8 For convenience, the Communications Protocol is reproduced at Schedule E to this Agreement.

1.9 This Agreement, as defined in this Article, is the whole agreement between the Parties and no oral or written representations on its subject matter are valid unless incorporated in this Agreement as provided for in this Article.

2.0 DEFINITIONS:

2.1 In this agreement:

- .1 "Accepted Proposal" means the proposal prepared by the Ultimate Recipient, as accepted by GY, for the Project, a summary of projects is listed in Schedule G and a copy can be requested from GY.
- .2 "Administrative Agreement" means the Administrative Agreement on the Canada Community-Building Fund entered into between Canada and GY on August 5, 2024.
- .3 "Authority" means any official, or decision-making body, empowered by law to make decisions affecting any matter relating to this agreement.
- .4 "Budget" means the total amount of revenues and expenses, including any "in-kind" and "own resources" contributions, budgeted for the Project as set out in Schedule C to this Agreement.
- .5 "Canada" means the Government of Canada as represented by the Minister of Housing, Infrastructure and Communities.
- .6 "Communications Protocol" means Schedule E to the Administrative Agreement.
- .7 "FAA" means the *Financial Administration Act*, RSY 2002, c. 87.
- .8 "Fiscal Year" means the year commencing on April 1st in one calendar year and ending on March 31st in the following calendar year.
- .9 'Funding Agreement Reporting' means a report of Project activities and deliverables as set out in Schedule D of this agreement.
- .10 "Funds" means the total amount to be provided under this Agreement on account of the Project as stated in article 8.1 below, or as reduced in accordance with this Agreement.



- .11 "Minister" means the member of the Executive Council responsible for the Department of Community Services.
 - .12 "Project" means the activities, work, and work plan detailed in the Accepted Proposal.
 - .13 "Records" means invoices, receipts, vouchers, bank statements and all transactional information pertaining to incurred expenses and commitments made by the Ultimate Recipient or its agents or contractors in carrying out the Project and the obligations of this Agreement.
- 2.2 Terms defined in Annex A to the Administrative Agreement have the same meaning when used in this Agreement as defined in that Annex.
- 3.0 INTERPRETATION:**
- 3.1 Any reference to an official in this Agreement includes his or her authorized delegates.
 - 3.2 Any reference to a statute in this Agreement includes all forms of subordinate legislation made under the authority of that statute, including without limitation, any regulations, rules, by-laws, or orders.
 - 3.3 Any reference to a statute in this Agreement includes any amendments to it and to any replacement or successor legislation that may be brought into force from time to time, including any amendments made to subordinate legislation made under the authority of that statute, including without limitation, any regulations, rules or orders and any reference to a bylaw in this agreement includes any amendments to it and to any replacement or successor bylaw that may be brought into force from time to time.
 - 3.4 Any reference to an agreement or an Accepted Proposal incorporated into this Agreement includes any amendments to that document, provided that such amendments to any such agreement have been acknowledged and accepted in writing by every party to such agreement, and provided that the Ultimate Recipient and GY have each accepted in writing any such amendment to an Accepted Proposal.

- 3.5 If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or becomes unenforceable, in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, but all the other terms and conditions of this Agreement shall continue to be valid and enforceable.
- 3.6 Where anything provided for in this Agreement cannot lawfully be done without the approval or permission of any Authority, the obligation or right to do it, or to make or receive payment contingent on such approval or permission, does not come into force until such approval or permission is obtained.
- 3.7 Where article 3.6 above, applies, the Parties, or the Party obligated to obtain such approval or permission as the case may be, will take all reasonable steps by way of application or otherwise in an effort to obtain such approval or permission.
- 3.8 To the extent that either of the Parties, or any of its employees, or elected officials, is an Authority with respect to any matter pertinent to this Agreement, neither Party makes any representations or warranties to the other as to how it, or its employees, or elected officials, will exercise any lawful discretion they may have now, or in the future, in making decisions in the exercise of such regulatory authority, and neither Party is liable to the other in any way for the consequences of any decision made in the exercise of any such discretionary decision making authority, even if such decision results in the other Party being unable to obtain the benefits expected by it under this Agreement.
- 3.9 Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

4.0 THE PROJECT:

- 4.1 The Ultimate Recipient must carry out the Project in a proper, careful, diligent, and professional manner and in accordance with the terms of this Agreement and in compliance with the requirements of the Administrative Agreement.
- 4.2 The Ultimate Recipient is solely responsible for supervising and coordinating the Project and the means, methods, techniques, sequences, and procedures for the various parts of the Project.



- 4.3 The Ultimate Recipient will provide, directly or through appropriate contractors, all necessary labour, materials, tools, approvals and equipment required to perform the Project.
- 4.4 The Ultimate Recipient is responsible for obtaining all necessary permits and any other forms of legal authorization required to perform the Project.
- 4.5 The Ultimate Recipient will comply with every applicable law in performing the Project and will require that all work done on and in relation to the Project is done in compliance with any applicable laws.
- 4.6 The Ultimate Recipient must ensure that the Ultimate Recipient and its officers, employees, contractors, and agents are qualified and competent to perform the Project, and have the necessary skills, knowledge, certification, and ability to perform the Project.
- 4.7 The Ultimate Recipient agrees that if the Project results in a tangible capital asset, and if the Ultimate Recipient sells, leases, encumbers or otherwise disposes of it within 5 years of its completion, any revenue derived from that will be invested in another Eligible Project.
- 4.8 The Ultimate Recipient will keep, and maintain the Records in an accessible format, as required under the Administrative Agreement.
- 4.9 For greater certainty, the Ultimate Recipient must ensure that any contractors or subcontractors engaged on the Project provide copies of all of their Records to it to hold, or that they are bound to hold them and provide access to them on the same terms as is the Ultimate Recipient, and that in every case, Canada or GY is entitled to enforce such obligation as against the Ultimate Recipient, its contractors and any subcontractors.

5.0 TERM OF THIS AGREEMENT:

- 5.1 Unless terminated earlier in accordance with this Agreement, this Agreement is in force when fully executed and to [insert end date].
- 5.2 For greater certainty, provisions of this Agreement will survive its ending or termination as provided for in this Agreement, or as otherwise required to give full efficacy to the intent of this Agreement.



6.0 REPRESENTATIONS AND WARRANTIES:

- 6.1 The Ultimate Recipient warrants that it has declared all amounts owing to GY and that the Ultimate Recipient is not in default of any payment schedule in respect of any such amounts owing to GY.
- 6.2 GY warrants that, at the time of signing this Agreement, it is satisfied that the Project is an Eligible Project or has otherwise been approved for funding by Canada under the Administrative Agreement.

7.0 FINANCIAL ADMINISTRATION ACT:

- 7.1 This Agreement is made subject to, and generally incorporates, the provisions of the FAA. In particular:
 - .1 by s. 24(2) of the FAA, no amount is payable under this Agreement unless a provision of that Act, or another Act, authorizes the payment of that amount in the financial year when the payment falls due;
 - .2 by s. 26 of the FAA, no amounts due from GY under this Agreement may be assigned by the Ultimate Recipient, except as provided for in the regulations; and
 - .3 by the *Interest on Overdue Accounts and Payment of Interest Regulations* (OIC 1986/039), any interest owing by GY under this Agreement must be calculated at the Bank of Canada rate and must not be added to an account of \$100 or less.

8.0 PROVISION OF FINANCIAL ASSISTANCE:

- 8.1 GY will provide the Ultimate Recipient with funding for the Project in an amount not to exceed **\$2,728,274.41**.
- 8.2 The obligation of GY to provide the Funds is subject to the following:
 - .1 the Administrative Agreement continuing in force;
 - .2 Canada transferring, or otherwise making available, the necessary funding to GY under the Administrative Agreement;

- .3 the Project being, and continuing at all material times to be, an Eligible Project;
 - .4 the Ultimate Recipient using the Funds only for the Project;
 - .5 the Ultimate Recipient, its agents, employees, contractors and subcontractors maintaining the Records required under this Agreement and providing same as required under this Agreement;
 - .6 the Ultimate Recipient abiding at material times with the requirements imposed on Ultimate Recipients under the Administrative Agreement; and
 - .7 the Ultimate Recipient, its agents, employees, contractors and subcontractors abiding by the terms and conditions of this Agreement.
- 8.3 The Ultimate Recipient must immediately advise GY in writing if:
- .1 the Ultimate Recipient receives additional payments or, excepting volunteer time, any other form of contribution, gift, or grant in respect of the Project, other than those described in the Accepted Proposal; or
 - .2 the Ultimate Recipient or any other contributor reduces their contribution to the Project.
- 8.4 If it comes to the attention of GY in any manner that the Ultimate Recipient has received or will receive additional assistance as referred to in Article 8.3 above, then GY may reduce the Funds by such amount as it may decide, acting reasonably.
- 8.5 GY will give the Ultimate Recipient 30 days written notice before reducing the Funds.
- 8.6 Any reduced amount of the Funds as provided for under Article 8.4 above, will on notice having been given, become the new amount of the Funds to be provided under this Agreement.
- 8.7 Any Funds provided through this Agreement that are:
- .1 not expended at the expiry or termination of this Agreement;
 - .2 not properly expended for the purposes of this Agreement; or

.3 in excess of any reduced amount of Funds;

shall constitute a debt due to GY and shall, upon request by GY, be repaid immediately by the Ultimate Recipient to GY.

- 8.8 Any amounts owing to GY under this Agreement will bear interest at the same rate, and calculated in the same manner, as if such amount was owed to Canada under the Administrative Agreement.
- 8.9 For greater certainty, nothing in this Agreement commits either of GY or Canada to provide any additional funding amounts on account of the Project that might be required to complete the Project, whether due to unanticipated cost increases, changes in the Project, or for any other reason.
- 8.10 For greater certainty, any breach of the provisions of Article 9.0 below by the Ultimate Recipient will be deemed a material breach of this Agreement.

9.0 FINANCIAL ACCOUNTABILITY:

9.1 In respect of the Funds, the Ultimate Recipient must:

- .1 incur expenses only for the purposes of this Agreement;
- .2 allocate the *Funds* received in accordance with this Agreement;
- .3 provide quarterly financial reporting for the term of this Agreement in respect of the Project and the use of the Funds in such manner and in such format as GY, acting reasonably, should require.

9.2 For the purposes of Article 9.1 above, financial reporting may include:

- .1 providing a copy of the Ultimate Recipient's general ledger;
- .2 providing copies of contracts, invoices, receipts and vouchers;
- .3 may include a requirement that the Ultimate Recipient's senior financial manager certify any such reporting as being complete and accurate; and
- .4 may include any other documentation or records that GY may reasonably require.



9.3 Specific reporting requirements for the Ultimate Recipient under this Agreement are set out in Schedule D to this Agreement

10.0 ACCESS TO STAFF, RECORDS AND PREMISES:

10.1 Upon reasonable notice, the Ultimate Recipient must provide Canada or GY with access to the Project, the Ultimate Recipient's staff, the Records, and to the Ultimate Recipient's premises for purposes reasonably related to monitoring, reviewing, auditing and evaluating the Project.

11.0 AUDIT:

11.1 Notwithstanding any termination of this Agreement, the Ultimate Recipient is subject to audit in respect of the Project by either of Canada or GY for the purposes of:

- .1 ensuring that the Funds have been properly spent under this Agreement; and
- .2 ensuring that the Project has been built and kept as required under this Agreement.

11.2 Either of Canada or GY's auditors may audit the Project and require the production of copies of any or all of the Records, and of any other relevant records of the Ultimate Recipient or its agents, contractors or subcontractors, provided that such records relate to the Project.

11.3 The Ultimate Recipient directly, or through its agents, contractors and subcontractors, must keep all Records for at least six years after the completion of the Project, unless otherwise notified in writing by GY that such retention is no longer required.

11.4 Where either of Canada or GY chooses to audit the Project or to have it audited, or where the Auditor General of Canada chooses to audit the Project, the Ultimate Recipient must

- .1 reasonably cooperate with such audit;
- .2 make the Records and other relevant records available for the audit upon

reasonable notice, and permit the auditor to audit and inspect such records, and to take extracts from and make copies of such records;

- .3 provide reasonable facilities to the auditor for such audit and inspection; and
- .4 provide the auditor with all information reasonably necessary to understand the provided records.

11.5 The Ultimate Recipient will ensure in each contract it enters into for the Project that the contractor must:

- .1 keep Records related to the Project for (6) years following completion of it;
- .2 during the course of such contract and for the following six years allow Canada or its designated representatives access to the Records for audit, evaluation or inspection purposes; and
- .3 impose the same obligations on each sub contractor.

11.6 Alternatively, the Ultimate Recipient may provide in any contract it enters into for the Project that the contractor must provide its Records relating to the Project to the Ultimate Recipient to hold and that its subcontractors must do the same.

12.0 EVALUATION:

12.1 The Ultimate Recipient must maintain, in a manner acceptable to GY, case files and other data that may be required for on-going monitoring, review and evaluation of the Project.

12.2 The Ultimate Recipient must cooperate with GY in the event that GY undertakes, at its own expense, any evaluation studies in respect of this Project, and shall provide copies of existing information, data, and statistics that GY reasonably requires to carry out such evaluation studies.

13.0 COMMUNICATIONS:

13.1 The Ultimate Recipient, its contractors and subcontractors must comply with the Communications Protocol.

13.2 The Communications Protocol is reproduced for convenience at Schedule E to this Agreement.

14.0 LEGAL RELATIONSHIPS:

14.1 Nothing in this Agreement:

- .1 creates an agency relationship between the Parties;
- .2 makes the Parties partners of each other;
- .3 establishes the Parties as joint venturers; or
- .4 establishes an employer or employee relationship between the Parties.

14.2 Nothing in this Agreement:

- .1 creates an agency relationship between the Ultimate Recipient and Canada;
- .2 makes the Ultimate Recipient and Canada partners of each other;
- .3 establishes the Ultimate Recipient and Canada as joint venturers; or
- .4 establishes an employer or employee relationship between the Ultimate Recipient and Canada.

14.3 Neither Party may make any representation that would reasonably cause a third party to believe that any of the relationships referred to in articles 14.1 above and 14.2 above exist as a result of this Agreement.

15.0 LIABILITY:

15.1 The Ultimate Recipient must use due care in carrying out the Project and in performing its obligations under this Agreement to ensure that it does not cause any injury (including death) to persons, damage or loss to property or infringement of rights.

15.2 Neither of GY nor Canada is liable for any action or inaction of the Ultimate Recipient or any of the Ultimate Recipient's officers, employees, contractors, subcontractors, members or agents during the performance of the Project.



- 15.3 Neither of GY nor Canada is liable for any injury or loss to the Ultimate Recipient, its officers, employees, contractors, subcontractors, members or agents or for any damage to or loss of property of the Ultimate Recipient, its officers, employees, contractors, subcontractors, members or agents caused by, arising from, or in any way related to the performance of this Agreement, and the Ultimate Recipient waives any such claims against them on behalf of itself, its officers, employees, contractors, subcontractors, members or agents.
- 15.4 The Ultimate Recipient agrees that it will not, at any time, hold GY or the Government of Canada, their Ministers, employees, or agents responsible for any claims or losses of any kind that they, or any of their contractors, or any other person or entity, may suffer in relation to any matter relating to the Project, or to the provision of non provision of the Funds.

16.0 INDEMNIFICATION:

- 16.1 The Ultimate Recipient shall save harmless and fully indemnify GY and Canada, their Ministers, employees, contractors and agents from and against all claims, liabilities, and demands arising directly or indirectly from:
- .1 any act, omission, or negligence of the Ultimate Recipient, its officers, employees, contractors, subcontractors, members, agents or successors arising in connection with this Agreement;
 - .2 any breach of this Agreement by the Ultimate Recipient, its officers, employees, contractors, subcontractors, members, agents or successors unless such breach is a direct result of a breach by GY of its obligations under this Agreement; and
 - .3 any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Ultimate Recipient's obligations under this Agreement;
- 16.2 The above indemnity includes all reasonable legal costs actually incurred.

17.0 CONFLICT OF INTEREST:

- 17.1 No Member of the Yukon Legislative Assembly shall be admitted to any share or part of this Agreement or to any benefit arising from it, unless such benefits are available to the population at large.
- 17.2 No official or employee of the Government of Yukon shall be admitted to any share or part of this Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.
- 17.3 No current or former public servant or public officer holder to whom the *Conflict of Interest (Members and Ministers) Act*, Part 13 of the *Public Service Act*, the *Cabinet and Caucus Employees Act*, or Policy 3.39 of the Yukon Government General Administration Manual applies, shall derive any direct benefit from this Agreement, including any employment, payment or gifts, unless the provision and receipt of such benefits is in compliance with such legislation and policy.
- 17.4 The Recipient agrees that no current or former federal public servant or federal public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from Administrative Agreement of the Canada Community-Building Fund funding, unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

18.0 INTELLECTUAL PROPERTY RIGHTS

- 18.1 Any material produced by the Ultimate Recipient in carrying out its obligations under this Agreement will vest in and remain the property of the Ultimate Recipient, unless otherwise agreed.
- 18.2 The Ultimate Recipient must inform GY as to what material, if any, has been produced under this Agreement.
- 18.3 The Ultimate Recipient grants to GY a non-exclusive, irrevocable, worldwide, fully paid and royalty-free licence to make, copy, translate, use, produce or further develop all materials produced under this Agreement for any purpose, except sale or licensing in commercial competition with the Ultimate Recipient.



18.4 GY's licence also includes the right to disclose the components to other organisations for information purposes only.

19.0 CONFIDENTIALITY

19.1 GY and the Ultimate Recipient must both protect any confidential information according to applicable federal, provincial or territorial legislation.

19.2 GY and the Ultimate Recipient must use all reasonable efforts to protect confidential information from disclosure to third parties.

19.3 All such efforts by GY will be in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).

19.4 The Ultimate Recipient must ensure that all personal information to which the Ultimate Recipient or its officers, employees, contractors, members, agents or successors become privy through the course of the Project, must be treated as confidential and must not be disclosed without the written consent of the individual to whom the information relates.

20.0 ACCESS TO INFORMATION AND PRIVACY LEGISLATION:

20.1 GY is subject to the *Access to Information and Protection of Privacy Act*, SY 2018, c. 9, and this agreement is made subject to that Act.

21.0 ASSIGNMENT:

21.1 This Agreement must not be assigned, transferred, subcontracted or otherwise delegated by the Ultimate Recipient without the prior written consent of GY.

21.2 Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties, or obligations of this Agreement without written consent is void and of no effect.

22.0 SUCCESSORS:



22.1 This Agreement is binding upon the Parties and their respective administrators and successors.

23.0 NOTICE OF BREACH OR NON-FULFILLMENT:

23.1 The Ultimate Recipient must give GY notice of any breach, past or anticipated, by it of any provision of this Agreement.

23.2 The Ultimate Recipient must give GY notice of any deviation, past or anticipated, of the Project from the Approved Proposal.

24.0 TERMINATION:

24.1 GY may terminate this Agreement at any time without cause by giving the Ultimate Recipient 30 days' written notice of its intention to terminate, provided that if GY does so, GY must provide sufficient Funds to the Ultimate Recipient to cover the actual costs incurred by the Ultimate Recipient in respect of the Project to the date of such notice of termination.

24.2 The Ultimate Recipient may terminate this Agreement at any time without cause by giving GY 30 days written notice of its intention to terminate, provided that if the Ultimate Recipient does so, it must repay to GY every portion of the Funds received by it.

24.3 In addition to any material default that would at law entitle GY to terminate this Agreement for cause, any of the following shall also constitute a material default by the Ultimate Recipient:

- .1 the Ultimate Recipient fails to perform or comply with any term, condition or obligation incorporated into this Agreement from the Administrative Agreement;
- .2 the Ultimate Recipient, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to GY;
- .3 the Ultimate Recipient fails to make progress so as to jeopardise the success



or outcome of the Project in accordance with this Agreement;

- .4 where, in the reasonably held opinion of GY, there is a detrimental change in the Ultimate Recipient's ability to carry out its obligations under this Agreement;
- .5 where the Ultimate Recipient is no longer in good standing, or ceases to operate;
- .6 where the Ultimate Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvency debtors; or
- .7 the Ultimate Recipient is dissolved, or an order is made, or a resolution passed for, the winding up of the Ultimate Recipient.

24.4 If, in the opinion of GY, an event of default occurs, then GY may, with prior notice to the Ultimate Recipient and without restricting any remedies otherwise available:

- .1 arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
- .2 require that the Ultimate Recipient take such actions as may be reasonably necessary to remedy the event of default;
- .3 audit or cause to have audited the accounts and Records of the Ultimate Recipient;
- .4 direct the Ultimate Recipient to repay forthwith to GY all or part of the Funds paid under this Agreement;
- .5 withhold all or part of the Funds payable under this Agreement; or
- .6 terminate the Agreement and GY's obligation to provide any further Funds to the Ultimate Recipient.

24.5 GY may exercise any one or more of the remedies set out in Article 24.4 above and no failure to exercise one or more of them at any given time will be deemed to be a waiver by GY of the right to exercise same at another time.



25.0 OBLIGATIONS SURVIVING TERMINATION:

25.1 All obligations of the Ultimate Recipient that expressly, or that by their nature are intended to, survive expiry or termination of this Agreement, survive the expiration or termination of this Agreement.

26.0 NOTICE:

26.1 Any notice from one Party to the other required under this Agreement shall be given in writing, and addressed as follows:

.1 if to GY, to:

CCBF Fund Administrator

Government of Yukon, Department of Community Services
PO Box 2703 (C-13)
Whitehorse, Yukon
Y1A 2C6

.2 if to Ultimate Recipient, to:

Chief Administrative Officer

Village of Carmacks
PO Box 113
Carmack, YT
Y0B 1C0

26.2 Any such notice may be sent by letter through the post, or by electronic means such as fax or e-mail.

26.3 If sent by post, same will be deemed to have been delivered one week from the date that it was deposited with Canada Post with first-class postage prepaid.

26.4 If sent by electronic means, same will be deemed to have been delivered at the time shown on a fax confirmation sheet at a fax number normally used by the designated official of the recipient, or by an e-mail receipt confirmation returned from an e-mail address normally used by the designated official of the recipient.



- 26.5 If delivered by hand, same will be deemed to have been received at the time it was delivered by the sender to the designated official of the recipient.
- 26.6 The Parties may, from time to time, update their addresses for delivery, and they may from time to time supply fax numbers and e-mail addresses for delivery to each other as is appropriate, and they may from time to time designate authorized delegates to receive delivery as is appropriate.
- 26.7 The Parties may from time to time designate in writing different officials to receive notice on their behalf, together with addresses for delivery, both physical and electronic.

27.0 WAIVER:

- 27.1 Neither Party shall be deemed at any time to have waived the exercise of any right that it holds under this Agreement, unless such waiver is made in writing.
- 27.2 No failure to exercise, or any delay in exercising, any rights under this Agreement shall be deemed a waiver of such rights.

28.0 SIGNING OF THIS AGREEMENT:

- 28.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.

29.0 AMENDMENT OF THIS AGREEMENT:

- 29.1 This Agreement may be amended by an agreement in writing between the Parties.

30.0 GOVERNING LAW:

- 30.1 This Agreement is governed by the laws of Yukon and the laws of Canada applicable in Yukon and any dispute arising under this Agreement shall be determined by the courts in Yukon.



31.0 EXECUTION OF THIS AGREEMENT:

31.1 This Agreement may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

ALL OF WHICH IS AGREED TO:

GOVERNMENT OF YUKON by the)
Minister of Community Services:)
)
)
_____)
Richard Mostyn)

Date Signed

Witnessed by:

[name], [position]

Village of Carmacks [by its Chief)
Administrative Officer]:)
)
)
Matthew Cybulski)
_____)
Matthew Cybulski)

September 24 / 2024

Date Signed

Witnessed by:

Parminder Singh, Municipal clerk

[name], [position]



Schedule A

Ultimate Recipient Requirements

Ultimate Recipients are required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).
3. That the Yukon Government may withhold funds if the Ultimate Recipient is not in compliance with agreed upon requirements, including those outlined here in Schedule A (Ultimate Recipient Requirements)
4. Continue to develop Asset Management Plans for the assets under their control and make use of these plans to inform community infrastructure decision-making.
5. Invest, in a distinct account, CCBF funding it receives from Yukon in advance of it paying Eligible Expenditures.
6. With respect to contracts, award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
7. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
8. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative

Agreement.

9. Keep proper and accurate accounts and Records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Administrative Agreement.
10. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
11. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
12. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from CCBF funding, unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
13. Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.
14. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
15. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such expiration or termination.

Schedule B

Eligible Project Categories

Eligible Projects include investments in infrastructure for its construction, renewal or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – infrastructure that supports roads, bridges and active transportation networks
2. Highways – highway infrastructure
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
4. Short-line rail – railway related infrastructure for carriage of passengers or freight
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
7. Public transit – infrastructure which supports a shared passenger transport system which is available for public use
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable

materials and garbage

11. Community energy systems – infrastructure that generates or increases the efficient usage of energy
12. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams)
14. Recreational Infrastructure – recreational facilities or networks
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes
17. Resilience – built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, Housing Needs Assessments, and/or Asset Management Plans, related to strengthening the ability of recipients to develop long-term planning practices.
19. Fire Halls – fire halls and fire station infrastructure.



Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule C

Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) the expenditures associated with completing maintenance on tangible capital assets so as to ensure that these assets achieve the full length of the planned asset life;
- c) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, Housing Needs Assessments, and/or Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to Asset Management, which may include software acquisition and implementation;
 - ii. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments; and
 - iii. training directly related to asset management planning.
- d) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:



- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by Yukon.

1.3 Administration expenses of Yukon related to program delivery and implementation of this Administrative Agreement, in accordance with Section 5 (Administration Expenses) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) project expenditures incurred before April 1, 2021 for the following investment category:
 - i. fire halls
- d) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;



- e) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
- i) costs associated with healthcare infrastructure or assets.

Schedule D

Funding Agreement Reporting

Program reporting requirements under the CCBF consist of quarterly reporting (including the AER), final project report, Asset Management reporting and other reporting as required:

1) Quarterly Report:

Recipients are required to submit a certified quarterly report, in format provided by GY, complete with copies of invoices, receipts and vouchers and copy of the general ledger by the following due dates:

Q1 - cost incurred between March 16 up to June 30 – Due by July 31

Q2- cost incurred up to Sept 30 – Due by Oct 31

Q3 – cost incurred up to Dec 31 – Due by January 31

Q4 - cost incurred up to March 15/31 – Due March 17

Q4 will act as the Recipients Annual Expenditure Report (AER) for Yukon's audited financial reporting to Canada.

2) Final Project Report:

For projects completed in the fiscal year, recipients are required to submit a final project report no later than 60 days after March 31st.

3) Asset Management:

Annually, in format provided by GY, provide GY an update on progress made on Asset Management.

4) Compliance

Failure to comply with the terms of this Schedule will require compliance actions to address the compliance issue. Compliance actions may include notification of the failure to comply, discussions to bring Ultimate Recipient into compliance as well as withholding funding until the failure to comply is addressed.



Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for Ultimate Recipient for future Infrastructure Canada programs.

Schedule E

Communications Protocol

In support of transparency and accountability of the CCBF, the following Communications Protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to Yukon and Ultimate Recipients. Communicating to Canadians on the use of CCBF funding is clearly linked with our joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include, but are not limited to: public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, Canada and Yukon agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by Yukon or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada.

2. Joint communications approach

- 2.1 Yukon agrees to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of



upfront project information and planned communications activities throughout the year.

Canada will provide a "Communications Approach" template to be completed by Yukon. This approach will then be reviewed and approved by Canada as well as Yukon.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each fiscal year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada and Yukon agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- 2.2 Canada and Yukon will work together on the initial annual joint communications approach, which will be finalized and approved by Canada's Co-chair and Yukon's Co-chair.
- 2.3 Canada and Yukon agree that achievements under the joint communications approaches will be reported to the Oversight Committee once a year.
- 2.4 Through the communications subcommittee, Yukon agrees to assess, bilaterally with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to Canada's Co-chair and Yukon's Co-chair, as appropriate for approval.
- 2.5 If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada and Yukon agree to share information promptly and coordinate participation in alignment with section 4.3, 4.5 and 5.2 of this

Communications Protocol.

2.6 Canada and Yukon agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.

3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes

3.1 Yukon agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and Yukon will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a sub-committee, Canada and Yukon will be required to enact a communications approach that will be assessed bi-annually through the sub-committee mechanism.

In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the Recipient's CCBF websites where this information will be accessible to the general public.

3.2 Yukon agrees that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.

3.3 Canada and Yukon each agree that their joint communications approach will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements (see 4.2 for full definition) for Eligible

Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada and Yukon agree to coordinate an announcement regarding annual allocations of CCBF funding.
- 4.2 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate Recipients, Canada and Yukon will have equal visibility through quotes and will follow the [Table of Precedence for Canada](#).
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Yukon, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. Yukon, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.



4.6 For media events, each participant will choose its own designated representative. Yukon and Ultimate Recipients are responsible for coordinating all onsite logistics.

4.7 Yukon shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.

4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the [Table of Precedence for Canada](#).

4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.

4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.

4.11 Canada, Yukon and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

1.1 Canada, Yukon and Ultimate Recipients may include messaging in their own communications products and activities with regard to the CCBF.

1.2 The party undertaking these activities will recognize the funding of all contributors.

1.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the [Table of Precedence for Canada](#).

1.4 Canada and Yukon agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, Yukon or Ultimate Recipients, or, if web-based,

from linking to it.

1.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

6.1 Yukon or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

6.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.

6.3 Yukon and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, Yukon will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

7.1 Yukon agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

8.1 Canada, Yukon or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects.

However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where Yukon produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada” or “This project is funded by the Government of Canada”, as applicable. The Canada wordmark or digital sign must link to Canada’s website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, Yukon or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where Yukon or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 Yukon or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 Yukon agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

11. Communication Costs

11.1 The eligibility of costs related to communication activities that provide public information on this Administrative Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

Schedule F

Asset Management

Canada and Yukon agree that the measures contained in the Previous Agreements to create and foster a culture of Asset Management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in Yukon to enhance their community's sustainability.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing Ultimate Recipient infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- community priorities for future works; and
- financial planning.



Schedule G

Project List

Below is a list of Accepted Proposal prepared by the Ultimate Recipient, as accepted by GY. If a Final CCBF Cost is listed, the project has been completed with GY and Canada.

Proposals can only be submitted by the Chief Administrative Officer (CAO) of the municipality or Executive Director (ED) of the First Nation. If the UR wants to delegate this authority, UR must provide YG a letter outlining positions titles that are allowed to submit applications to the CCBF administrator.

At signing of the agreement:

Project ID	Project name	Original CCBF budget	Final CCBF cost
2021-017	Recreation Strategic Plan	\$33,121.00	
2021-021	Nordenskiöld Cemetery Access Rd Realignment	\$95,500.00	
2021-038	Merv Tew Park Improvements Phase Two	\$623,400.00	
2021-042	SWMF Upgrade & Cell Development	\$677,000.00	
2022-031	Stormwater System Upgrade Phase 2	\$80,695.00	
2024-004	Aquatic Centre Revitalization	\$245,000.00	
2024-005	Regional Landfill Organics Waste Program Development & Feasibility	\$29,000.00	
2024-006	Solid Waste Facility Upgrade	\$523,971.45	



Village of Carmacks

By-law 309-24

A BY-LAW OF THE VILLAGE OF CARMACKS TO PROVIDE FOR THE OPERATION OF THE CARMACKS VOLUNTEER FIRE DEPARTMENT (CVFD)

WHEREAS Section 187 of the Municipal Act 1998, Chapter 19, requires that Council act by by-law to provide for other officers and employees as may be considered necessary or expedient for the good government of the municipality and carrying out the provisions of this act; and

WHEREAS Council desires to continue a fire service within the Municipal Corporation of Carmacks, appoint officers, and provide for the efficient operation of such a fire service;

NOW THEREFORE the Council of the Village of Carmacks, in an open meeting duly assembled, enacts as follows:

Section 1: Short Title

1.1 This by-law may be cited as the “Carmacks Volunteer Fire Department By-law.”

Section 2: Definitions

In this by-law:

- **CAO** means the Chief Administrative Officer for the Village of Carmacks.
- **Captain** means the person appointed by Council resolution or elected as Captain of the Carmacks Volunteer Fire Department (CVFD).
- **Council** means the duly elected Council of the Village of Carmacks, who are sworn to office.
- **Dangerous Goods** means any material or substance that may constitute an immediate or long-term adverse effect to life, health, property, or the environment when burned, leaked, spilled, or otherwise released from its normal use, handling, storage, or transportation environment, and shall include those products covered by the Transportation of Dangerous Goods Regulations.
- **Department** means the Carmacks Volunteer Fire Department.

- **Deputy Fire Chief** means the person appointed by Council resolution or elected as Deputy Chief of the CVFD.
 - **Fire Chief** means the person appointed by Council resolution or elected as Chief of the CVFD.
 - **Fire Fighter** means a firefighter enrolled as a volunteer member listed on the records of the CVFD.
 - **Fire Marshall** means the officer of the Yukon Public Safety Branch in charge of fire prevention activities within the Yukon.
 - **Fire Protection** means all aspects of fire safety, including fire prevention, fire suppression, fire investigation, public education, training, advising, and dissemination of fire safety information.
 - **Incident** means a fire or a situation where an explosion is imminent, or any other situation where there is danger or possible danger to health, life, property, or the environment, and to which the CVFD has responded.
 - **Incident Commander** means the senior member of the CVFD in charge of an incident.
 - **Mayor** means the duly elected or appointed Mayor of the Village of Carmacks, sworn to office.
 - **Member** means any person duly appointed or recruited to a position on the CVFD or a member of the public conscripted by the Fire Chief or designate.
-

Section 3: Administration

3.1 Monthly Reporting Requirements

The Fire Chief shall submit a monthly report to Council during regularly scheduled Council meetings. This report shall include a summary of department activities, attendance records, financial expenses, and an itemized list of all honorarium requests. The report must also include a budget/variance review for the month.

3.2 Expense Tracking and Submission

All expenses, including honorariums, equipment, and training costs, must be documented and submitted to the CAO and Council on a monthly basis for approval.

3.3 Annual Reports

An annual report summarizing the department's activities, including training sessions,

incidents, equipment status, and financial expenditures, must be submitted to the Council by the Fire Chief.

Section 4: Role Definitions and Election Process

4.1 Election Process for Key Roles

The roles of Fire Chief, Deputy Fire Chief, Captain, and Training Officer shall be subject to an election process conducted within the CVFD every municipal election cycle (approximately every four (4) years).

4.2 Acclamation or Appointment

If an election cannot be held due to insufficient candidates or participation from CVFD members, the Council may, at its discretion, appoint individuals to these roles. In exceptional circumstances, roles may be acclaimed if only one candidate is available for a position.

4.3 Role Definitions:

- **Fire Chief**
The Fire Chief is responsible for the overall operation and administration of the CVFD, including but not limited to overseeing incidents, managing the department's budget, and ensuring all equipment is maintained.
 - **Deputy Fire Chief**
The Deputy Fire Chief assists the Fire Chief in the execution of duties and assumes the responsibilities of the Fire Chief in their absence.
 - **Captain**
The Captain supports both the Fire Chief and Deputy Fire Chief in managing fire incidents and ensuring crew safety. The Captain is also responsible for the regular inspection and upkeep of equipment.
 - **Training Officer**
The Training Officer is responsible for organizing and coordinating all training activities for the CVFD, ensuring compliance with safety standards and professional development requirements for all members.
-

Section 5: Response Jurisdictions

5.1 The Carmacks Volunteer Fire Department (CVFD) shall consist of a Fire Chief, Deputy Fire Chief, Captain, members, buildings, apparatus, and equipment necessary to protect people and property. A department membership of twelve (12), including the Fire Chief and Deputy Chief, is desired.

5.2 The Fire Chief shall be appointed by resolution of Council, or through an election process within the CVFD as defined in Section 4.

5.3 The Deputy Fire Chief shall be appointed by resolution of Council, upon the recommendation of the Fire Chief or through the election process defined in Section 4.

5.4 The Captain shall be appointed by resolution of Council, upon the recommendation of the Fire Chief or through the election process defined in Section 4.

5.5 Firefighters shall be appointed by the Fire Chief, upon the recommendation of serving firefighters.

5.6 No emergency unit shall be used beyond the limits of the municipal boundary without the approval of Council, except where duly approved contracts or agreements have been entered into with the municipality for the use of said apparatus.

Section 6: Carmacks Emergency Response Center

6.1 The Carmacks Emergency Response Center, located at 197 River Drive, Carmacks, YT, Y0B 1C0, shall serve as the central location for all emergency response services, including fire protection, coordinated by the Carmacks Volunteer Fire Department.

6.2 All department equipment and apparatus shall be maintained and stored at the Carmacks Emergency Response Center.

Section 7: Authority of the Fire Chief

7.1 The Fire Chief shall be the executive officer of the department and is responsible for:

- Full control and command of all personnel.
- Assigning duties to members.
- Managing the department's budget and ensuring all purchases are approved by the CAO and Council.

- Establishing rules, regulations, and policies for the efficient operation of the department.

7.2 The Fire Chief shall submit monthly reports to Council, detailing department activities, attendance, and financial matters.

7.3 The Fire Chief or Incident Commander has the authority to enter premises where an incident has occurred, along with department personnel and equipment, to manage the incident.

7.4 The Fire Chief or Incident Commander may establish limits around the vicinity of an incident, restricting access to non-authorized personnel.

Section 8: Requirement for Annual Review of Fire Protection Agreement

8.1 The Fire Chief and the CAO shall ensure that the **Village of Carmacks & Little Salmon Carmacks First Nation Fire Protection Agreement** is reviewed annually.

8.2 The review shall ensure that both parties are up to date on their responsibilities, service levels, and any necessary amendments to the agreement.

8.3 A report on the outcome of the review shall be submitted to Council during the first quarter of each calendar year.

Section 9: Discharge of Duties

9.1 The Fire Chief or any department employee, acting in good faith and without malice, shall not be personally liable for any damage that may occur to persons or property as a result of their duties.

Section 10: Fire Prevention

10.1 The Yukon Fire Marshall may establish a schedule for the inspection of buildings, structures, or places within the municipality, based on their age, use, and occupancy.

10.2 Any designated member of the department may inspect any building or structure upon receipt of a complaint regarding fire safety.

Section 11: Requirement to Report

11.1 The owner or authorized agent of any property damaged by fire must immediately report the particulars of the fire to the department in a manner satisfactory to the Fire Chief or their designate.

11.2 Any accidental or unplanned release of dangerous goods must also be reported immediately to the department by the owner or authorized agent of the property.

Section 12: Violations

12.1 Any person who obstructs or prevents a fire inspector or investigator from entering premises for inspection purposes, or who incites or abets such actions, shall be in breach of this by-law.

12.2 No person shall hinder or obstruct any department member engaged in firefighting or related duties.

12.3 No person shall falsely represent themselves as a member of the department.

12.4 Violations of this by-law shall result in a summary conviction with fines as outlined by the Statutes of the Yukon Territory.

Section 13: Enactment

13.1 This by-law shall come into force upon the final passing thereof.

13.2 By-law 165-08 and all related amendments are hereby repealed.

Read a first time this 3rd day of October 2024

Read a second time this 3rd day of October 2024

Read a third time and finally passed this ____ day of ____, 2024

Mayor Lee Bodie

CAO Matthew Cybulski

Schedule "A": Indemnity Schedule

- **Fire Chief:** \$750/month

- **Deputy Fire Chief:** \$325/month
 - **Captain:** \$250/month
 - **Training Coordinator:** \$200/month
 - **Firefighters (Incident Response):** \$30/hour
 - **Firefighters (Practices):** \$50/practice
 - **Firefighters (Local Training):** \$30/hour
 - **Firefighters (Out of Town Training):** Expenses, Honorarium, Per Diem
-

Schedule “B”: Municipal Boundary

(Include municipal boundary map here)

Schedule “C”: Description of Officers’ Duties & Responsibilities

(Include duties and responsibilities as defined in By-law 165-08)

Village of Carmacks By-law 310-24

A BY-LAW OF THE VILLAGE OF CARMACKS IN THE YUKON TERRITORY TO PROVIDE FOR THE INDEMNITIES TO BE PAID AND EXPENSES TO BE REIMBURSED TO THE MAYOR AND COUNCILLORS

WHEREAS Section 173 of the Municipal Act, being Chapter 154 of the Revised Statutes of the Yukon 2002 and amendments thereto, provides that a council may by by-law establish the types, rates, and conditions of payments to be made to or on behalf of members of the council, members of council committees, or other persons;

AND WHEREAS the Council deems it necessary to provide for compensation for attending meetings and attending to other municipal duties, of which a specified portion may be an allowance for expenses incidental to those duties;

AND WHEREAS the Council deems it necessary to provide for expenses incurred while attending meetings and other municipal duties;

AND WHEREAS the Council deems it necessary to provide for payments for any other purpose relating to the person's municipal duties that the Council deems appropriate;

NOW THEREFORE the Council of the Village of Carmacks in an open meeting duly assembled enacts as follows:

1. SHORT TITLE

This by-law may be cited as the "Council Indemnity and Expense By-law 310-24."

2. DEFINITIONS

In this by-law:

- **Council Member** means any member of Council who has been elected, acclaimed, or appointed to serve as a Councillor or Mayor and has been sworn to office.
- **Councillor** means a member of Council who has been elected, acclaimed, or appointed to serve on Council and has been sworn to office.

- **Mayor** means the chief elected official sworn to office following the most recent municipal election or having been so appointed by Council.
 - **Deputy Mayor** means a Councillor acting in the place of the Mayor when they are absent. This position will rotate annually among the Councillors during the 4-year public office term.
 - **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of the Village of Carmacks or their designate.
 - **Indemnity** means the total annual payment made to Council Members.
 - **Expenses** means any expenditure made in the performance of municipal business approved by resolution of Council if the Council member is absent from the community.
 - **Per diem** means additional expenses for time attending meetings or Council duties beyond regular Council meetings.
 - **One week** means seven (7) calendar days.
-

3. ADMINISTRATION

The Chief Administrative Officer is appointed to administer this by-law.

4. GENERAL PROVISIONS

a. Annual Indemnity

- The annual indemnity for the Mayor shall be **fifteen thousand two hundred fifty-two dollars and sixty-four cents (\$15,252.64)**, reflecting a 4% increase from \$14,666.00.
- The annual indemnity for each Councillor and the Deputy Mayor shall be **twelve thousand two hundred two dollars and sixty-six cents (\$12,202.66)**, reflecting a 4% increase from \$11,733.00.
- The annual indemnity will be paid to the Mayor and Councillors in **twenty-six (26) equal payments** by direct bank deposit.

b. Acting Mayor Compensation

- The Deputy Mayor, upon performing the duties of Mayor for a period in excess of one week, shall be compensated at the Mayor's indemnity rate for the entire acting period.
-

5. DEDUCTIONS FOR MISSED MEETINGS

- **25% deduction** will be made from the bi-weekly payment if **one (1) regularly scheduled** Council meeting or other scheduled meeting is not attended by the Council member, unless the reduction is waived by Council resolution.

- **50% deduction** will be made from the bi-weekly payment if **two (2) consecutive meetings** (whether they are regularly scheduled Council meetings or other scheduled meetings) are not attended by the Council member, unless the reduction is waived by Council resolution.
 - **100% deduction** will be made from the bi-weekly payment if **three (3) consecutive meetings** are not attended by the Council member, unless the reduction is waived by Council resolution.
-

6. REVENUE CANADA DEDUCTIONS

All lawful Revenue Canada deductions will be deducted from the bi-weekly payment and remitted to Revenue Canada.

7. TRAVEL EXPENSES AND PER DIEM

a. Travel Expenses

- Council members will be reimbursed for travel expenses (meals, transportation, accommodation, etc.) on the same basis as those approved by the Yukon Government for employees on travel status. The Yukon Government Incidental Expense will be paid when the member stays overnight.

b. Meeting Per Diem

- For meetings of three hours or less, a per diem rate of **\$75** shall be provided to a Councillor and **\$100** to the Mayor.
- For meetings over three hours, a per diem rate of **\$150** shall be provided to a Councillor and **\$200** to the Mayor.
- For meetings in other communities, a per diem of **\$200** shall be provided to both Councillors and the Mayor.

c. Travel Per Diem

- When travel to other communities is required, separate from the days of meetings within the Yukon Territory, travel time will be compensated as follows:
 - **250km or less:** \$100 for the travel day.
 - **Over 250km:** \$200 for the travel day.
- When travel outside the Yukon Territory is required, all members of Council will be reimbursed at a per diem rate of **\$200** for each travel day.

d. Mayor's Allowance

- The Mayor shall receive a **\$600 per annum** allowance for meetings with visitors to the community, to be reimbursed upon presentation of receipts or paid directly upon presentation of an invoice approved by the Mayor.

e. Deputy Mayor Compensation

- The Deputy Mayor shall receive **\$25 per day** if the Mayor is absent from the community for **three days or more**. If required to perform official duties within the first three days of the Mayor's absence, the Deputy Mayor will receive the \$25 rate for that day.
 - The Deputy Mayor shall receive **\$50** to chair a regular or special meeting of Council if the Mayor is absent from the meeting.
-

8. REMOTE ATTENDANCE

a. Remote Attendance at Meetings

- Council members shall, at the discretion of the Chair, be permitted to attend Council meetings remotely, that is, to take part in debate and vote by telephone or electronic means, provided that the conditions specified in paragraphs (b) and (c) below are met.

b. Reasons for Remote Attendance

- The Chair shall only permit remote attendance for good reasons, such as illness, personal emergency, or being out of town.

c. Reliable Communication

- The Village shall maintain a reliable means for members of Council to attend meetings remotely, preferably by a video conferencing system, or alternatively by speakerphone or other similar device, as long as the system or device used permits all members attending, whether in person or remotely, to hear each other and participate in the debate.
-

9. REVIEW

This by-law will be reviewed by each Council during its tenure.

10. ENACTMENT

This by-law shall come into force and effect on the first day of January 2025.

By-law 273-21 is hereby repealed.

READ A FIRST TIME THIS 3rd DAY OF October 2024.

READ A SECOND TIME THIS 3rd DAY OF October 2024.

READ A THIRD TIME AND FINALLY PASSED THIS ___ DAY OF _____ 2024.

SIGNED:

Mayor Lee Bodie _____

Chief Administrative Officer Matthew Cybulski _____

Village of Carmacks By-law 310-24

A BY-LAW OF THE VILLAGE OF CARMACKS IN THE YUKON TERRITORY TO PROVIDE FOR THE INDEMNITIES TO BE PAID AND EXPENSES TO BE REIMBURSED TO THE MAYOR AND COUNCILLORS

WHEREAS Section 173 of the Municipal Act, being Chapter 154 of the Revised Statutes of the Yukon 2002 and amendments thereto, provides that a council may by by-law establish the types, rates, and conditions of payments to be made to or on behalf of members of the council, members of council committees, or other persons;

AND WHEREAS the Council deems it necessary to provide for compensation for attending meetings and attending to other municipal duties, of which a specified portion may be an allowance for expenses incidental to those duties;

AND WHEREAS the Council deems it necessary to provide for expenses incurred while attending meetings and other municipal duties;

AND WHEREAS the Council deems it necessary to provide for payments for any other purpose relating to the person's municipal duties that the Council deems appropriate;

NOW THEREFORE the Council of the Village of Carmacks in an open meeting duly assembled enacts as follows:

1. SHORT TITLE

This by-law may be cited as the "Council Indemnity and Expense By-law 310-24."

2. DEFINITIONS

In this by-law:

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- **Councillor** means a member of Council who has been elected, acclaimed, or appointed to serve on Council and has been sworn to office.

- **Mayor** means the chief elected official sworn to office following the most recent municipal election or having been so appointed by Council.
 - **Deputy Mayor** means the Councillor who received the most votes during the most recent **2024 Municipal Election** and will serve as Deputy Mayor for the full 4-year term unless re-elected to serve as Mayor in a future election.
 - **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of the Village of Carmacks or their designate.
 - **Indemnity** means the total annual payment made to Council Members.
 - **Expenses** means any expenditure made in the performance of municipal business approved by resolution of Council if the Council member is absent from the community.
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-

5. DEDUCTIONS FOR MISSED MEETINGS

- **25% deduction** will be made from the bi-weekly payment if **one (1) regularly scheduled** Council meeting or other scheduled meeting is not attended by the Council member, unless the reduction is waived by Council resolution.

- **50% deduction** will be made from the bi-weekly payment if **two (2) consecutive meetings** (whether they are regularly scheduled Council meetings or other scheduled meetings) are not attended by the Council member, unless the reduction is waived by Council resolution.
 - **100% deduction** will be made from the bi-weekly payment if **three (3) consecutive meetings** are not attended by the Council member, unless the reduction is waived by Council resolution.
-

6. REVENUE CANADA DEDUCTIONS

All lawful Revenue Canada deductions will be deducted from the bi-weekly payment and remitted to Revenue Canada.

7. TRAVEL EXPENSES AND PER DIEM

a. Travel Expenses

- Council members will be reimbursed for travel expenses (meals, transportation, accommodation, etc.) on the same basis as those approved by the Yukon Government for employees on travel status. The Yukon Government Incidental Expense will be paid when the member stays overnight.

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- For meetings in other communities, a per diem of **\$200** shall be provided to both Councillors and the Mayor.

c. Travel Per Diem

- When travel to other communities is required, separate from the days of meetings within the Yukon Territory, travel time will be compensated as follows:
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- When travel outside the Yukon Territory is required, all members of Council will be reimbursed at a per diem rate of **\$200** for each travel day.

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- The Mayor shall receive a **\$600 per annum** allowance for meetings with visitors to the community, to be reimbursed upon presentation of receipts or paid directly upon presentation of an invoice approved by the Mayor.

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 - The Deputy Mayor shall receive **\$50** to chair a regular or special meeting of Council if the Mayor is absent from the meeting.
-

8. REMOTE ATTENDANCE

a. Remote Attendance at Meetings

- Council members shall, at the discretion of the Chair, be permitted to attend Council meetings remotely, that is, to take part in debate and vote by telephone or electronic means, provided that the conditions specified in paragraphs (b) and (c) below are met.

b. Reasons for Remote Attendance

- The Chair shall only permit remote attendance for good reasons, such as illness, personal emergency, or being out of town.

c. Reliable Communication

- The Village shall maintain a reliable means for members of Council to attend meetings remotely, preferably by a video conferencing system, or alternatively by speakerphone or other similar device, as long as the system or device used permits all members attending, whether in person or remotely, to hear each other and participate in the debate.
-

9. REVIEW

This by-law will be reviewed by each Council during its tenure.

10. ENACTMENT

This by-law shall come into force and effect on the first day of January 2025.

By-law 273-21 is hereby repealed.

READ A FIRST TIME THIS 3rd DAY OF October 2024.

READ A SECOND TIME THIS 3rd DAY OF October 2024.

READ A THIRD TIME AND FINALLY PASSED THIS ___ DAY OF _____ 2024.

SIGNED:

Mayor Lee Bodie _____

Chief Administrative Officer Matthew Cybulski _____



Village of Carmacks

P.O.Box 113

Carmacks, YT Y0B 1C0

Village of Carmacks Recreation Subsidy Policy

1. Purpose

The Village of Carmacks recognizes the importance of recreation in promoting the health, well-being, and quality of life for its residents. This policy aims to provide financial assistance to individuals, families, and teams, ensuring that all residents have the opportunity to participate in recreational programs and activities.

2. Definitions

a. Subsidy: Financial assistance provided to eligible individuals, families, or teams to reduce the cost of participation in recreational programs and activities.

b. Recreation Programs: Structured activities and programs offered by the Village of Carmacks, including but not limited to sports, fitness classes, swimming lessons, and cultural activities. Out-of-community programs/activities are also eligible.

c. Eligible Individuals/Families/Teams: Residents or teams from the Village of Carmacks including residents of LSCFN.

3. Eligible Expenses

a. Maximum of 80% of a project is eligible for funding.

b. Accommodation expenses up to a maximum of \$100.00 per night, based on 4 participants per room. Exceptions can be made for gender differences and odd numbers. 50% of chaperone accommodation expenses may be eligible, based on 1 chaperone room for every 2 participant rooms.

c. Mileage at a rate of \$.25/km per participant traveling in a vehicle.

d. 100% of airfare to a maximum of \$400.00 per participant. (100% reimbursement within Territory & 50% reimbursement outside of territory)

e. Applicant's user fees for facilities.

f. Other expenses such as supplies, local workshops, equipment cost, and any other projects or activities that Council deems appropriate.

g. Honorariums, including speakers, instructors, facilitators, and trainers up to a maximum of \$150.00 a day.

4. Application Process

a. Application Form: Applicants must complete the Recreation Subsidy Application Form, available at the Village Office or online on the Village's website.

b. Supporting Documents: Applicants must provide relevant documents such as proof of residency (e.g., utility bill, lease agreement) and event details.

Telephone: (867) 863-6271

Fax: (867)863-6606

Email: info@carmacks.ca



Village of Carmacks

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c. Submission: Completed application forms and supporting documents should be submitted to the Village Office or CRC in person, by mail, or electronically.

5. Review and Approval

a. Review Committee: The Recreation Committee will review all applications to determine eligibility. The committee may include the Recreation Director, a member of the Village Council, and other appointed members.

b. Confidentiality: All information provided by applicants will be kept confidential and used solely for the purpose of determining subsidy eligibility.

c. Approval: Approved applicants will receive a subsidy amount based on the nature of the project, up to the maximum capped funding limits.

6. Subsidy Allocation and Funding Caps

a. Individual Applicants:

- Each individual may apply for a subsidy twice per year, with a maximum of \$1,000 per application.

b. Team Applicants:

- Teams are eligible for one subsidy per year, with a maximum of \$3,500 per team.

c. Funding Availability: Subsidies are subject to funding availability, and amounts may vary based on the number of applicants and available budget.

d. Disbursement: Subsidies will be applied directly to the cost of the recreation program or activity. Applicants will be responsible for paying any remaining balance.

7. Program Evaluation

a. Annual Review: The Recreation Committee will conduct an annual review of the subsidy program to assess its effectiveness and make recommendations for improvements.

b. Reporting: A report on the subsidy program, including the number of applicants, total subsidies awarded, and program impact, will be presented to the Village Council annually.

8. Communication

a. Promotion: The Village will promote the Recreation Subsidy Program through various channels, including the Village website, social media, community newsletters, and public notices.

b. Assistance: Village staff will assist residents with the application process and answer any questions regarding the subsidy program.

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9. Effective Date

This policy will come into effect upon approval by the Village Council and will be reviewed annually to ensure its continued relevance and effectiveness.

Approved by:

Mayor Lee Bodie _____

CAO Matthew Cybulski _____

Village of Carmacks

This draft policy aims to provide clear guidelines for the administration of recreation subsidies, ensuring transparency, fairness, and accessibility for all residents of Carmacks.

Appendix A: Recreation Subsidy Form

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Village of Carmacks Recreation Subsidy Application Form

Applicant Information

- Name of Individual/Team: _____
- Contact Person (For Teams): _____
- Address: _____
- Phone: _____
- Email: _____
- Team Members (If applicable): _____
- Is your Organization registered under the Yukon Societies Act: Yes/No

Event/Program Information

- Event/Program Name: _____
- Dates of Event/Program: _____
- Location: _____
- Brief Description of Event/Program:

Budget Information

- Total Estimated Expenses: \$ _____
(Please attach a detailed budget of anticipated expenses.)
- Total Revenue from Other Sources: \$ _____

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- Amount Requested from the Village of Carmacks: \$ _____

Eligible Expenses (Please check those that apply)

- Accommodation Expenses (\$100.00 per night)
- Mileage (\$.25/km per participant)
- Airfare (\$400.00 per participant)
- Facility User Fees
- Equipment Costs
- Honorariums (Up to \$150.00/day)
- Other (Please specify): _____

Supporting Documents (Please attach the following)

- Proof of Residency
- Event/Program Budget
- Other Supporting Documents (if any)

Declaration

I/we hereby declare that the information provided in this application is true and accurate to the best of my/our knowledge. Should this request be approved in part or in whole, I/we agree to use the funds granted solely for the purpose stated in this application.

Signature: _____

Date: _____

For Office Use Only

Application Decision

- Application Status: **Approved** **Rejected**
- Amount Approved (if applicable): \$ _____
- Reason for Rejection (if applicable):

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Signatories

- **CAO:** _____
Date: _____
- **Recreation Director:** _____
Date: _____
- **Recreation Committee Chair:** _____
Date: _____

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