

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 20 DAY OF November, 2019.

BETWEEN:

**TOWN OF BASSANO
Box 299
Bassano, AB T0J 0B0
"The Municipality"**

-and-

**SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
"The Agency"**

RECITALS

1. The Town of Bassano hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:

- **Building**
- **Electrical**
- **Plumbing**
- **Gas**

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

- Compliance
- Appeal
- Emergency
- Enforcement (up to 8 hours; \$125.00/hour after 8 hours)
- Investigation

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,

2 APPOINTMENT

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

3 AGENCY SERVICES AND COMMITMENTS

3.1 Agency Duties

- a) The Agency shall:
 - i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality's Quality Management Plans attached as Schedule "A" to this Agreement. The Services shall be provided within the scope of the Agency's accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
 - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
 - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
 - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
 - v) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

3.2 Agency Performance

- a) The Agency shall, as outlined in this Clause:
 - i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
 - ii) endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner's representative(s) to achieve compliance with the Act; and
 - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

- iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
- d) The Agency SCO shall record on the inspection report:
 - i) the stage(s) of work being inspected;
 - ii) a description of the work in place at the time of inspection; and
 - iii) all observed Deficiencies or Unsafe Conditions.
- e) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
- f) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
- g) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
- h) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

3.7 Consultative Services

- a) The agency shall provide consultative services to municipal residents, including:
 - i) technical advice;
 - ii) advice and interpretation on related codes and standards.

3.8 Situations of Imminent Serious Danger

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
 - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
 - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

3.9 Orders

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
 - i) first make every reasonable effort to facilitate conformance with the Act;
 - ii) issue an order in the format accepted by the QMP Manager;
 - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
 - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
 - v) carry out an order in accordance with the Act.

3.14 Records Management

- a) The Agency shall:
 - i) abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;
 - ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
 - iii) disclose the information only with the consent of the QMP Manager; and
 - iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
- c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
- d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
- e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

3.15 Collection and Payment of Fees

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Agency shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). On a monthly basis, the Agency will pay the Municipality for their share of the issued permit fees.
- c) The Agency agrees to pay the Municipality remuneration in the amount of 30% of the permit fees set forth in Schedule B.
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.
- e) Permit fees will be reviewed on annual basis to factor in inflation.

5 EVENTS OF DEFAULT

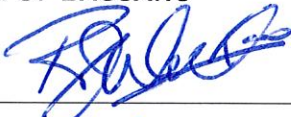
5.1 Cause


- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
- i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
 - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
 - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
 - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
 - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
 - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
 - vii) non-performance or inadequate performance by the Agency of the Services;
 - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
 - ix) an inability of the Agency to provide effective and appropriate Services;
 - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
- i) its accreditation under the Act is suspended or cancelled;
 - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
 - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- l) In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

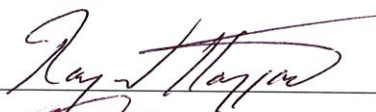
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

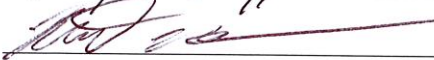
TOWN OF BASSANO

Per: 

Per: 

SUPERIOR SAFETY CODES INC.

Per: 

Per: 

**Town of Bassano
Building Permit Fee Schedule**

For Residential Installations	
Description	Permit Fee – not including SCC levy*
New Construction	\$5.50 per \$1000 of Project Value **
Relocation of a Building (on crawlspace or basement)	\$0.25 per square foot of main floor \$100.00 minimum permit fee
Garage, Addition, Renovation	\$0.25 per square foot \$100.00 minimum permit fee
Manufactured / Mobile Home (not on a crawlspace or basement)	\$100.00
Decks, Solid Fuel Burning Appliances, Demolition	\$100.00

For Non-Residential Installations	
New, Renovation, Addition	\$5.50 per \$1000 of Project Value ** \$250.00 minimum permit fee

**NOTE: Project Value is based on the actual cost of material and labour
Verification of cost may be requested prior to permit issuance.

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Bassano
Electrical Permit Fee Schedule
Residential Installations

Single Family Dwellings, Additions			
Square Footage	Permit Fee	SCC Levy	Total Fee
Up to 1000	\$125.00	\$5.00	\$130.00
1001 - 1500	\$160.00	\$6.40	\$166.40
1501 – 2000	\$190.00	\$7.60	\$197.60
2001 – 2500	\$225.00	\$9.00	\$234.00
2501 – 3500	\$250.00	\$10.00	\$260.00
Over 3500	\$250.00 plus \$0.10 per square foot		

Other than New Single Family Residential (basement development, garage, renovation, minor work)			
Installation Cost	Permit Fee	SCC Levy	Total Fee
\$0 - \$500	\$100.00	\$4.50	\$104.50
\$501 - \$1000	\$130.00	\$5.20	\$135.20
\$1001 - \$2000	\$150.00	\$6.00	\$156.00
\$2001 - \$3000	\$160.00	\$6.40	\$166.40

Installation costs greater than \$3000 use the square footage fee schedule above

Description	Permit Fee	SCC Levy	Total Fee
Permanent Service Connection Only	\$85.00	\$4.50	\$89.50
Temporary Power/Underground Service	\$85.00	\$4.50	\$89.50

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Bassano
Electrical Permit Fee Schedule
Commercial, Industrial, Institutional
(Contractors Only)

Installation Cost	Permit Fee	SCC Levy	Total Fee
0-300	\$75.00	\$4.50	\$79.50
301-500	\$80.00	\$4.50	\$84.50
501-1,000	\$85.00	\$4.50	\$89.50
1,001-1,500	\$90.00	\$4.50	\$94.50
1,501-2,000	\$95.00	\$4.50	\$99.50
2,001-2,500	\$100.00	\$4.50	\$104.50
2,501-3,000	\$105.00	\$4.50	\$109.50
3,001-3,500	\$110.00	\$4.50	\$114.50
3,501-4,000	\$115.00	\$4.50	\$119.50
4,001-4,500	\$120.00	\$4.50	\$124.50
4,501-5,000	\$125.00	\$4.50	\$129.50
5,001-6,000	\$130.00	\$5.20	\$135.20
6,001-7,000	\$135.00	\$5.40	\$140.40
7,001-8,000	\$150.00	\$6.00	\$156.00
8,001-9,000	\$165.00	\$6.60	\$171.60
9,001-10,000	\$180.00	\$7.20	\$187.20
10,001-11,000	\$200.00	\$8.00	\$208.00
11,001-12,000	\$210.00	\$8.40	\$218.40
12,001-13,000	\$220.00	\$8.80	\$228.80
13,001-14,000	\$230.00	\$9.20	\$239.20
14,001-15,000	\$240.00	\$9.60	\$249.60
15,001-16,000	\$250.00	\$10.00	\$260.00
16,001-17,000	\$260.00	\$10.40	\$270.40
17,001-18,000	\$270.00	\$10.80	\$280.80

Installation Cost	Permit Fee	SCC Levy	Total Fee
18,001-19,000	\$280.00	\$11.20	\$291.20
19,001-20,000	\$290.00	\$11.60	\$301.60
20,001-25,000	\$300.00	\$12.00	\$312.00
25,001-30,000	\$310.00	\$12.40	\$322.40
30,001-35,000	\$320.00	\$12.80	\$332.80
35,001-40,000	\$330.00	\$13.20	\$343.20
40,001-45,000	\$340.00	\$13.60	\$353.60
45,001-50,000	\$350.00	\$14.00	\$364.00
50,001-60,000	\$370.00	\$14.80	\$384.80
60,001-70,000	\$410.00	\$16.40	\$426.40
70,001-80,000	\$450.00	\$18.00	\$468.00
80,001-90,000	\$490.00	\$19.60	\$509.60
90,001-100,000	\$530.00	\$21.20	\$551.20
100,001-125,000	\$580.00	\$23.20	\$603.20
125,001-150,000	\$630.00	\$25.20	\$655.20
150,001-200,000	\$680.00	\$27.20	\$707.20
200,001-300,000	\$800.00	\$32.00	\$832.00
300,001-400,000	\$1,000.00	\$40.00	\$1,040.00
400,001-500,000	\$1,200.00	\$48.00	\$1,248.00
500,001-600,000	\$1,400.00	\$56.00	\$1,456.00
600,001-700,000	\$1,600.00	\$64.00	\$1,664.00
700,001-800,000	\$1,800.00	\$72.00	\$1,872.00
800,001-900,000	\$2,200.00	\$88.00	\$2,288.00
900,001-1,000,000	\$2,400.00	\$96.00	\$2,496.00

For installations greater than \$1,000,000.00 please contact Superior Safety Codes for a quote.

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Bassano
Electrical Permit Fee Schedule
Annual Electrical Permits

Description	Permit Fee	SCC Levy	Total Fee
Annual Electrical Maintenance	\$350.00	\$14.00	\$364.00

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

Town of Bassano
Gas Permit Fee Schedule
Residential Installations

Number of Outlets	Permit Fee	SCC Levy	Total Fee
1	\$75.00	\$4.50	\$79.50
2	\$85.00	\$4.50	\$89.50
3	\$95.00	\$4.50	\$99.50
4	\$105.00	\$4.50	\$109.50
5	\$125.00	\$5.00	\$130.00
6	\$135.00	\$5.40	\$140.40
7	\$150.00	\$6.00	\$156.00
8	\$180.00	\$7.20	\$187.20
9	\$190.00	\$7.60	\$197.60
10	\$200.00	\$8.00	\$208.00
Over 10	\$200.00 plus \$10.00 per outlet over 10		

Description	Permit Fee	SCC Levy	Total Fee
Propane Tank Set (does not include connection to appliance)	\$100.00	\$4.50	\$104.50
Temporary Heat	\$100.00	\$4.50	\$104.50

** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560*

**Town of Bassano
Gas Permit Fee Schedule**

**Commercial, Industrial, Institutional
(Contractors Only)**

BTU Input	Permit Fee	SCC Levy	Total Fee
0 to 150,000	\$75.00	\$4.50	\$79.50
150,001 to 250,000	\$100.00	\$4.50	\$104.50
250,001 to 350,000	\$130.00	\$5.20	\$135.20
350,001 to 500,000	\$175.00	\$7.00	\$182.00
500,001 to 750,000	\$200.00	\$8.00	\$208.00
750,001 to 1,000,000	\$225.00	\$9.00	\$234.00
Over 1,000,000	\$275.00 plus \$5.00 per 100,000 (or portion of) over 1,000,000 BTU		

Propane Tank Sets (does not include connection to appliance)			
Description	Permit Fee	SCC Levy	Total Fee
Propane Tank Sets	\$75.00	\$4.50	\$79.50
<i>Add \$50.00 for each additional tank set</i>			
Propane Cylinder Refill Centre	\$175.00	\$7.00	\$182.00

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Bassano
Plumbing Permit Fee Schedule
Residential & Non-Residential Installations

Number of Fixtures	Permit Fee	SCC Levy	Total Fee
1	\$75.00	\$4.50	\$79.50
2	\$80.00	\$4.50	\$84.50
3	\$85.00	\$4.50	\$89.50
4	\$95.00	\$4.50	\$99.50
5	\$105.00	\$4.50	\$109.50
6	\$110.00	\$4.50	\$114.50
7	\$115.00	\$4.60	\$119.60
8	\$120.00	\$4.80	\$124.80
9	\$130.00	\$5.20	\$135.20
10	\$140.00	\$5.60	\$145.60
11	\$150.00	\$6.00	\$156.00
12	\$160.00	\$6.40	\$166.40
13	\$165.00	\$6.60	\$171.60
14	\$170.00	\$6.80	\$176.80
15	\$175.00	\$7.00	\$182.00
16	\$180.00	\$7.20	\$187.20
17	\$185.00	\$7.40	\$192.40
18	\$190.00	\$7.60	\$197.60
19	\$195.00	\$7.80	\$202.80
20	\$200.00	\$8.00	\$208.00
Over 20	\$200.00 plus \$5.00 per fixture over 20		

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

**Town of Bassano
PSDS Permit Fee Schedule**

Description	Permit Fee	SCC Levy	Total Fee
Holding Tanks	\$150.00	\$6.00	\$156.00
Open Discharge	\$200.00	\$8.00	\$208.00
Fields & Mounds Treatment Plants	\$300.00	\$12.00	\$312.00

** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560*

Suite 710, 10216 124 St NW, Edmonton, AB T5N 4A3 TEL: (780) 431-1500 FAX: (780) 431-1700 www.highstreetinsurance.com

THIS IS TO CERTIFY that the policy(ies) of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract of other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, conditions and exclusions of such policy(ies).

HOLDER:
 To Whom It May Concern

NAMED INSURED:
 Superior Safety Codes Inc.
 14613 134 Avenue NW
 Edmonton, AB T5L 4S9

REFERENCE: Evidence of Insurance. For Information Purposes Only.

TYPE OF POLICY	POLICY NUMBER	POLICY TERM		LIMITS OF LIABILITY	
		From	To		
Commercial General Liability Insurer: Certain Lloyd's Underwriters as arranged by i3 Underwriting Managers Inc.	I3-5447	01-May-2019	01-May-2020	Per Occurrence Bodily Injury and/or Property Damage to a Third Party (Combined Single Limit):	\$ 2,000,000
				Products & Completed Operations Aggregate:	\$ 2,000,000
				Personal Injury and Advertising Injury Limit:	\$ 2,000,000
				Non-Owned Automobile Liability:	\$ 2,000,000
				Limited Pollution Liability, 120 hour Reporting:	\$ 2,000,000
Commercial Automobile Liability Insurer: Intact Insurance Company	7V0538068	01-May-2019	01-May-2020	Per Occurrence Bodily Injury and/or Property Damage to a Third Party (Combined Single Limit):	\$ 2,000,000
				All Vehicles Owned and/or Leased by the Named Insured	
Umbrella Liability Insurer: Certain Lloyd's Underwriters as arranged by i3 Underwriting Managers Inc.	I3-5447	01-May-2019	01-May-2020	Per Occurrence Excess of Scheduled Underlying Limits:	\$ 3,000,000
				<u>Underlying Coverages:</u> Commercial General Liability, Non-Owned Automobile Liability and Commercial Automobile Liability	
Professional Liability Insurer: Certain Lloyd's Underwriters as arranged by Ironshore Canada Ltd.	C445967318	01-May-2019	01-May-2020	Errors & Omissions, Per Claims	\$ 5,000,000

Special Conditions of this Certificate issued to Certificate Holder:

None.

For and on behalf of:
HIGHSTREET INSURANCE GROUP INC.



PER: _____
 Kristina Kulak

DATE: April 9, 2019