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Construction Law Newsletter

Fall 2021

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Court of Appeal Finds City is "Employer" of its Contractor's Employee under *OHSA*

In a surprising decision, the Ontario Court of Appeal in *Ontario (Labour) v. Sudbury (City)*, 2021 ONCA 252 found that a municipality was an "employer" for the purposes of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (the "*OHSA*") following an accident caused not by an employee of the municipality, but by an employee of the municipality's contractor.

Background

A woman died after she was struck by a road grader performing repairs at an intersection in downtown Sudbury, Ontario. The driver of the road grader was employed by Interpaving Limited ("Interpaving"), a company contracted by the City of Sudbury (the "City") to complete road repairs. The City employed inspectors at the project site who were responsible for overseeing Interpaving's contract compliance.

Interpaving and the City were charged with violations of O. Reg. 213/91 (the "Regulation"), contrary to s. 25(1)(c) of the *OHSA* for failing to carry out the prescribed measures and procedures in the workplace. The charge against the City was brought on the basis that it was both a "constructor" and an "employer" within the meaning of the *OHSA*.

While Interpaving was found guilty, the City was acquitted in separate proceedings. The trial judge in the City's case found that there was no signaller assisting the grader operator, nor was a fence erected between the public way and the worksite, as required by the Regulation. However, the trial judge concluded that the City was neither an "employer" nor a "constructor" within the meaning of the *OHSA*, and thus owed no duties under it. The trial judge went on to find that, in any event, the City had a due diligence defence to the charges.

After the Crown's first appeal was dismissed, the Crown further appealed to the Court of

Appeal to determine whether the appeal judge erred in concluding that the City was not an employer under the *OHSA*.

The Court of Appeal

The Ontario Court of Appeal, relying on one of its prior decisions, noted that the definition of "employer" in s. 1(1) of the *OHSA* covers both a person who employs workers and one who contracts for the services of workers.

The Court of Appeal further confirmed that the *OHSA* establishes overlapping responsibility for health and safety and contemplates the possibility of multiple employers in a workplace. The *OHSA* effectively puts employers "virtually" in the position of an insurer, requiring them to make certain that the prescribed regulations for safety in the workplace have been complied with before work is undertaken by either employees or independent contractors.

In addition to the overlapping responsibilities in the workplace, a single person or entity can also meet the definitions for several different workplace parties and therefore be required to assume the duties of each of those parties at the same time (e.g. "employer" and "constructor").

The Court of Appeal found that by employing inspectors who were present on the job site and monitoring the work for progress and quality control purposes, the City clearly fell under the first branch of the "employer" definition as a party that employs one or more workers at the job site. It was therefore unnecessary for the Court to consider the issue raised by the lower court about whether "control" is a requirement in cases where a municipality contracts work to a third party.

Accordingly, the Court found that the City would be liable as employer for breach of s. 25(1)(c) of the *OHSA* unless it could establish a due diligence defence. The trial judge had found that the City established a due diligence defence, but the appeal judge had upheld the decision based on the "employer" issue without addressing the due diligence issue. The Court of Appeal emphasized that it sat in appeal from the decision of the appeal judge, not the trial judge. As such, the Court of Appeal found that it was neither necessary nor appropriate for it to order a new trial given that the appeal judge made no decision on the question of due diligence. The Court of Appeal thus remitted the matter back to the appeal judge to hear the appeal of the due diligence issue.

Key Takeaways

This decision has important implications for owners on construction projects. The Court of Appeal confirmed that the owner's use of on-site inspectors to review and monitor the work is sufficient to make the owner an "employer" under the *OHSA*, and therefore liable for breaches committed by the contractor's employees. The Court of Appeal also confirmed that an owner can hold multiple project roles at the same time, such as "employer" and "constructor", and can be required to meet the obligations of each role simultaneously. Although it did not consider the due diligence defence or the issue of "control", the decision of the Court of Appeal serves as a reminder that owners should take the obligations set out in the *OHSA* seriously, including by making efforts to ensure its contractors are following the governing regulations prior to undertaking the work.

Alex Smith, Associate

— KC —

Commercial List Applies Contract 'Emergency' Provision to Extend Date of Substantial Completion Due to Pandemic Impacts

In *Crosslinx v. Ontario Infrastructure*, 2021 ONSC 3567, the Commercial List of the Ontario Superior Court of Justice in Toronto (the "Court"), relying on a contractual clause in a construction contract, found that the Covid-19 pandemic (the "Pandemic")

constituted an "Emergency" within the meaning of the governing contract, such that delays due to the Pandemic justified an extension of the date of Substantial Completion.

Background

The application before the Court arose because of the effects of the Pandemic on the large-scale Eglinton Crosstown Light Rapid Transit line construction project in Toronto, Ontario (the "Project"). The applicants represent a consortium of the four construction companies building the Project while the respondents represent the Ontario agencies that commissioned the project.

The Project is governed by a contract between the applicants and the respondents (the "Contract"). The Contract requires the Project to be completed by the Substantial Completion date or else the contractor faces significant penalties for failing to do so. The Contract also contains provisions permitting the respondents to require the applicants to implement "additional or overriding procedures in the event of an "Emergency". In the event the respondents request such procedures, the applicants can invoke a "Variation Enquiry" process to determine whether there ought to be an extension to the Substantial Completion date.

The issue before the Court on the application was whether the applicants were entitled to invoke the Variation process to extend the deadline to achieve Substantial Completion.

Position of the Parties

The applicants argued that the Pandemic qualified as an "Emergency" within the meaning of the contract requiring them to implement additional or overriding procedures in the form of social distancing measures, which in turn slowed down the pace of construction.

The respondents had refused to declare an Emergency on the basis that it was unnecessary to do so as the Province of Ontario had already declared one. The respondents also stated that they did not require any "additional or overriding procedures" because the applicants "were already taking sufficient measures as a result of the obligation on the applicants under the contract to maintain a safe and healthy workplace".

Request for Stay

As a preliminary issue, the respondents sought to stay the application on the basis that the Contract required all litigation to be postponed until after Substantial Completion. However, the Court dismissed this request noting that, while the Contract required the postponement of litigation, it also contains exceptions to that rule and allows the parties to apply to the court for interim protection. In addition, the Contract contained a specific provision for extending the Substantial Completion Date. As such, deferring disputes about the implementation of the Substantial Completion date until after Substantial Completion is achieved undermines the practical effect of that provision.

Position of the Parties

The applicants sought the following declarations:

> i. The Pandemic is an Emergency under the Contract;
>
> ii. The respondents have breached their contractual obligations by failing to direct the applicants to implement additional or overriding procedures; and
>
> iii. The respondents have an obligation to provide the applicant with a Variation Enquiry pursuant to the Contract with respect to the additional or overriding procedures necessitated by the Pandemic.

The respondents argued that they did not, nor were they obliged, to call for such

additional or overriding procedures. Additionally, they argued that the terms of the Contract allocated the risks of the Pandemic to the applicants as numerous provisions therein required the applicants to comply with health and safety legislation and to take all necessary steps to maintain a safe workplace.

Analysis

The Court noted that the Contract created the possibility of extending the Substantial Completion Date because of threats to health and safety. The Variation Procedure is the process by which the applicants could extend the Substantial Completion date, which is triggered by an "Emergency". "Emergency" is defined broadly "to include any hazard that may jeopardize or pose a threat to health and safety". Such a definition, together with the ability of an Emergency to lead to a delayed Substantial Completion Date, appears to contradict the respondents' argument that the applicants had assumed liability for delays attributable to health or safety concerns of workers.

The Court held that delay and Substantial Completion Date should be read in light of the purpose of that contractual provision, which is "to incentivize constructors to keep the project moving forward and to impose a financial penalty if they do not do so". However, the imposition of financial penalties on contractors for failing to meet a substantial completion date in the circumstances of a Pandemic "only incentivizes them to cut corners and imperil public health and safety".

Under the contract, there must be an "Emergency" to trigger the Variation Procedure, and the Pandemic fell within the definition of "Emergency". Further, the social distancing measures adopted on the construction sites amounted to "additional or overriding procedures". The Court also noted that social distancing on a construction site meant that one might have fewer workers on site, creating a risk of significant delay, albeit the risk is somewhat mitigated by staggering shifts.

The Court noted that the respondents were evidently satisfied with the additional and overlapping procedures the respondents implemented in response to the Pandemic as they specifically advised that they did not require them to do anything beyond that. However, the respondents argued that such procedures were adopted under the applicants' obligation to comply with all "Applicable law" concerning health and safety, which included construction "protocols" issued by the government of Ontario during the Pandemic. The Court disagreed, noting that such protocols were "best practices" or "suggestions", and not "mandatory requirements". As such, it did not fall within the "Applicable law" provisions of the Contract.

Further, the respondents argued that they were "not required to issue any additional or overriding procedures because the applicants had already implemented them". However, the Court would not allow the respondents "to use that as an excuse" in order to avoid the Variation process as holding otherwise would "allow the respondents to take a free ride on the applicants' sense of responsibility", and "in effect punishes the applicants for being responsible".

The Court was of the view that, given the seriousness of the Pandemic, it was not "appropriate to adopt an interpretation of a contractual provision that runs contrary to its purpose and that incentivizes constructors to imperil public health". The Court thus held:

> On the facts of this case, using the Variation procedure under the Project Agreement is a far more purposive way of applying the Substantial Completion provisions than is the blanket imposition of all pandemic risks upon the applicants. It is worth bearing in mind that the Variation procedure does not give the applicants automatic relief. They must still demonstrate within that procedure

> that the delays in respect of which they claim are attributable to the new construction requirements arising out of the pandemic. The applicants do not simply get a free ride. Given that the parties specifically contemplated a Variation procedure for health and safety emergencies, it strikes me that it is more appropriate to interpret the contract by having the parties follow that procedure than it is to interpret the contract by reading that procedure out of existence.

Accordingly, the Court granted all three declarations sought by the applicants.

Key Takeaways

The impact of the Pandemic on construction projects will continue to be felt for a long time. As this case demonstrates, the impact of the Pandemic on parties to a construction contract will depend, in part, on the provisions of the governing construction contract, but clearly the courts are willing to consider the Pandemic when interpreting those provisions.

Michael Tersigni, Associate

— KC —

Court of Appeal Declines Leave to Challenge Finding That Intermingled Funds Were Not Subject of Construction Trust

In *Carillion Canada Holdings Inc. (Re)*, 2021 ONCA 468, the Ontario Court of Appeal denied leave to appeal a motion judge's decision that determined a construction trust could not be found where funds paid to a construction contractor were comingled and rendered untraceable.

Background

The motion for leave to appeal took place in the context of a proceeding under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "*CCAA*"). The applicants in that proceeding included Carillion Construction Inc. ("Carillion Construction") and Carillion Canada Inc., both of which are part of a global construction conglomerate ("Carillion Group"). The responding party on the motion, HSBC Bank plc ("HSBC UK"), provided banking services to the Carillion Group.

Shortly before the start of the *CCAA* proceedings, Carillion Construction received approximately $29 million from the owners of four different Ontario-based construction projects. There were unpaid suppliers and subcontractors for each of those projects. Pursuant to the cash sweep and pooling arrangements the Carillion Group had with HSBC UK, these funds were swept from Carillion Construction's Canadian bank account and ended up in an account at HSBC UK in England.

Motion Judge

The court-appointed monitor of the *CCAA* Applicants (the "Monitor") brought a motion for a declaration that approximately $22 million of the funds in the HSBC UK account were subject to a statutory trust pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30 (the "*CLA*").

The motion was heard by the judge supervising the *CCAA* proceeding (the "*CCAA* Judge"). The *CCAA* Judge dismissed the motion finding that the Monitor had not established the certainty of subject matter required to establish a trust. He held that the payments alleged to be the subject of the *CLA* trust "are not identifiable because they have been irreconcilably commingled and converted by seven different companies in two countries". The *CCAA* Judge held that an equitable tracing cannot be used to enforce a *CLA* trust in *CCAA* proceeding where identifying a specific trust property is impossible. Consequently, the motion was denied.

Court of Appeal

The Monitor then sought leave of the Court of Appeal (the "Court") to appeal the Motion

judge's decision. The Monitor argued that the *CCAA* Judge erred by "conflating ascertainability of subject matter of a trust with the ability to trace; holding that equitable tracing is not available in the insolvency context; and, holding that common law tracing is not permitted into mixed accounts".

The Court noted that leave to appeal in *CCAA* proceedings is "granted sparingly" and "only where there are serious and arguable grounds that are of real and significant interest to the parties". In deciding whether to grant leave, the Court considers whether:

(1) the proposed appeal is *prima facie* meritorious or frivolous;

(2) the point on the proposed appeal is of significance to the practice;

(3) the point on the proposed appeal is of significance to the action; and,

(4) the proposed appeal will unduly hinder the progress of the action:

The Court was not satisfied that the proposed appeal was *prima facie* meritorious or of significance to the practice. The Court noted that the *CCAA* Judge was deeply familiar with the Applicants' "varied, multi-industry corporate and banking structures, construction projects, and the general body of unsecured creditors", and therefore, his findings of fact were entitled to considerable deference.

Further, the Court found that the *CCAA* Judge did not hold that equitable tracing is unavailable in the insolvency context, as alleged. Rather, he held that it could not be used to enforce a *CLA* trust in an insolvency proceeding "where identification of specific trust property is impossible", which was the situation in this case.

In addition, the *CCAA* Judge did not "confuse the ascertainability of the subject matter of a trust with the ability to trace", but rather, "[h]is finding that the trust property was not identifiable due to commingling and conversion disposed of the tracing argument".

Finally, the *CCAA* Judge's decision was not of significance to the practice because it was "fact specific" to the "nature and operation of the Carillion Group's unique banking structure", which were "critical factors", and the decision was consistent with established jurisprudence.

As the first two criteria for leave were not established, the Court dismissed the motion for leave to appeal.

Key Takeaways

Construction funds comingled with other funds in a bank account present a unique challenge in insolvency proceedings. In this case, the unique and complex nature of the relationship between Carillion Group and HSBC UK was a complicating factor impairing the ability to trace construction funds that might otherwise be subject to a trust. This case makes for an interesting contrast with the Court of Appeal's decision in *The Guarantee Company of Canada v Royal Bank of Canada,* 2019 ONCA 9 (which was covered in our Spring 2019 newsletter), where the Court found, in part, that although funds from multiple construction contracts had been comingled into one account, due to the Receiver's careful accounting they still could be traced and thus were subject to a trust in favour of subtrades.

Michael Tersigni, Associate

— KC —

Divisional Court Finds Promissory Estoppel Unavailable to Save Expired Lien Claim

In *J.D. Strachan Construction Ltd. v. Egan Holdings Inc.*, 2021 ONSC 6425, the Ontario Divisional Court declined to find that the doctrine of promissory estoppel could apply

to extend the deadline for preserving and perfecting a contractor's claim for lien.

Background

The parties here entered a contract for additions and renovations to a building (the "Project"). The appellant was a "contractor" and the respondents were the "owners" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c. C.30 (the "*CLA*").

The respondent owners published a certificate of substantial completion on May 13, 2014. The appellant contractors worked on the Project up to June 24, 2014, and two days later registered a claim for lien. On September 24, 2014, the appellant contractors registered a Certificate of Action.

Motion Judge

The respondent owners had brought a motion to discharge and vacate the appellant contractor's claim for lien and certificate of action. The motion judge concluded that, while the claim for lien was preserved on time, "the certificate of action was not registered within ninety days of publication of the certificate of substantial completion", and thus was not perfected in time.

As such, the motion judge discharged a substantial portion of the claim for lien and ordered that the balance of the claim for lien be vacated upon payment into court. The motion judge also found that the portion of the lien claim that was struck out could continue as a breach of contract claim.

The motion judge also examined the argument that the contractor's promise to pay could lead to the application of the doctrine of promissory estoppel, but concluded that, even on the most favourable view of the evidence, promissory estoppel did not arise in the circumstances.

Divisional Court Analysis

The appellant contractors appealed the motion judge's decision to the Divisional Court.

The Divisional Court noted that, while the *CLA* is remedial legislation that generally requires a large and liberal interpretation, deadlines therein have consistently been construed in a strict manner because the registration of lien claims gives notice to third party stakeholders of the existence of a lien claim.

The motion judge found that the certificate was published on May 13, 2014, such that the deadline for preserving a claim for lien for work done up to that date was June 27, 2014. The claim for lien was registered on June 24, 2014 and thus was on time. However, the certificate of action perfecting the claim for lien was not registered until September 24, 2014, which was well past the deadline of August 11, 2014. Consequently, the claim for lien for work done to the date of publication of the certificate of substantial completion was out of time. However, this left the issue of whether there was "a triable issue that this deadline was suspended by the operation of promissory estoppel".

The Divisional Court noted that the motion judge found as a fact that "the Defendants did not make any representations, either by words or conduct, that would have led the Plaintiff to expect that strict legal rights and obligations under [the *CLA*] would not be enforced". Such a finding was available on the evidence and was entitled to deference. Although the motion judge was provided with some cases in which courts applied the doctrine of promissory estoppel to delay or toll the running of the deadlines under the *CLA*, the motion judge distinguished those cases on their facts.

The Divisional Court went on to note that construction liens do not just affect the rights and interests of the claimant and the owner, but can affect the position of other

stakeholders, such as other potential lien claimants and/or construction lenders. Further, the *CLA* expressly provides that parties may not contract out of it, and thus, it is arguable that promissory estoppel is unavailable to defeat the deadlines setout therein.

The Divisional Court noted that, although promises to pay happen frequently in construction contracts, if such promises had the effect of extending deadlines this could disrupt the entire purpose of the *CLA*. However, the Divisional Court declined to decide whether the doctrine of promissory estoppel could ever apply under the relevant construction legislation as it was clear that the facts of this case could not give rise to the application of the doctrine even if it were available.

The Divisional Court thus dismissed the appeal.

Key Takeaways

As this case makes clear, potential lien claimants should adhere to the strict deadlines for preserving and perfecting lien claims rather than risk the passage of a lien claim period by relying on promises to pay, particularly as there is a good reason for the reluctance to apply the doctrine of promissory estoppel considering its potential impact on the various third-party stakeholders on construction projects.

Michael Tersigni, Associate

— KC —

Superior Court Confirms *Construction Act* Transition Provision Distinction Between Prime Contracts and Subcontracts

In *Crosslinx Transit Solutions Constructors v. Form & Build Supply (Toronto) Inc.*, 2021 ONSC 3396, the Ontario Superior Court (the "Court") addressed the relationship between construction contracts entered into prior to July 1, 2018, and subcontracts entered into after that date, and how the transition provisions in the *Construction Act*, RSO 1990, c C.30 (the "*Construction Act*") apply in such circumstances.

Background

On July 21, 2015, Crosslinx Transit Solutions General Partnership ("ProjectCo") entered into an agreement "to design, build, finance, operate and maintain the Eglinton Crosstown LRT" in Toronto, Ontario (the "Project"). Concurrent with entering into this agreement, ProjectCo entered a construction contract with Crosslinx Transit Solutions Constructors ("Crosslinx") to design and construct the LRT system. Form & Build Supply (Toronto) Inc. ("Form & Build") entered two subcontracts with one of Crosslinx's subcontractors, dated July and February 2019, respectively.

Form & Build preserved two liens on lands being improved pursuant to the Project. Its claims for liens were registered 56 days after the date Form & Build last supplied services and materials to the Project. Crosslinx subsequently posted a lien bond into Court to vacate Form & Build's liens claims. Crosslinx thereafter sought an order from the Court declaring that two liens were expired and requesting a return of the lien bond.

Issue

On July 1, 2018, the legislation governing construction in Ontario was substantially amended. These amendments concerned everything from the time periods for preserving and perfecting liens, requirements concerning the payment of holdbacks, dispute resolution, and various other matters.

The issue in dispute on this motion concerned the operation of the provisions governing the transition from the pre-July 1, 2018 legislative regime to the post-July 1, 2018 legislative regime, as set out in s. 87.3 of the *Construction Act*. More particularly, the issue in dispute concerned how those

provisions apply where the prime contract for an improvement was entered into before July 1, 2018 and a lien claimant's subcontract was entered into after July 1, 2018.

Position of the Parties

Form & Build argued that, because both of its subcontracts were entered into after July 1, 2018, it was statutorily entitled to the longer 60-day lien preservation period provided under the *Construction Act*. Conversely, Crosslinx argued that, given the "prime contract" was entered into on July 21, 2015, the operation of s. 87.3 is such that Form & Build is only entitled to the shorter 45-day lien preservation period under the *Construction Lien Act*, R.S.O. 1990, c. C.30 (the "*CLA*").

Analysis

The Court noted that the dispute revolved around the effect of the following transition provisions:

> **87.3** (1) This Act and the regulations, as they read on June 29, 2018, continue to apply with respect to an improvement if,
>
> (a) a contract for the improvement was entered into before July 1, 2018;
>
> (b) a procurement process for the improvement was commenced before July 1, 2018 by the owner of the premises; or
>
> (c) in the case of a premises that is subject to a leasehold interest that was first entered into before July 1, 2018, a contract for the improvement was entered into or a procurement process for the improvement was commenced on or after July 1, 2018 and before the day subsection 19 (1) of Schedule 8 to the *Restoring Trust, Transparency and Accountability Act, 2018* came into force. 2018, c. 17, Sched. 8, s. 19 (1).
>
> (2) For greater certainty, clauses (1) (a) and (c) apply regardless of when any subcontract under the contract was entered into. 2018, c. 17, Sched. 8, s. 19 (1).

Crosslinx argued that, under s. 87.3(1)(a), the "prime contract" was entered into on July 21, 2015, and thus the pre-amendment legislation governed the prime contract and subcontracts thereunder. Conversely, Form & Build argued that s. 87.3(2) is ambiguously worded, and that its intent was to have subcontracts be governed by the version of the Act applicable when the subcontract was entered into rather than when the prime contract was entered into.

The Court found that there was no ambiguity in s. 87.3(2) particularly "when read in their grammatical and ordinary sense in context of s. 87.3 and the *Construction Act* as a whole". The Court held,

> …properly interpreted, s. 87.3 provides that a single legislative scheme applies to the entirety of "an improvement". All rights, obligations and remedies of all persons involved in that improvement are governed commonly and consistently by the same version of the act and regulations. That consistent application of the act and regulations is reasonably achieved by reference to the date of the procurement process for the improvement, where there is one, or a prime contract.

The Court noted that the interpretation favored by Form & Build would inevitably create conflicts on the same project because there would be differences between those governed by the prime contract and those governed by subcontracts, including, but not limited to, the time periods to preserve liens, payment of holdbacks, information required to be provided under a s. 39 request, implications for landlords, and record keeping requirements for trust monies.

Consequently, the Court held:

> Subcontract work is a portion of the overall work to be performed pursuant to a contract for the improvement. It is inherently connected to, if not dependent on, that contract. It logically follows that the same legislative scheme governing the rights, obligations and remedies under the contract should also govern subcontracts for performance of the same scope of work required by that contract.

Further, such an interpretation helps parties to a construction contract achieve certainty, whereas "variant lien rights for different lien claimants working on the same improvement would lead to uncertainty, confusion, and inconsistency giving rise to potential or actual unfairness and inequity".

Consequently, as the prime contract was governed under the *CLA*, Form & Build's liens expired at the conclusion of the 45-day period following its date of last supply to the Project. Given that Form & Build did not preserve either of its lien claims within that period, its liens had already expired when the claims for lien were registered. Consequently, Crosslinx obtained an order declaring both liens had expired and ordered a return of the security it had posted to vacate those liens.

Key Takeaways

As this case notes, it is important that parties to any given construction project have certainty with respect to the legislative regime governing the project. Section 87.3 of the *Construction Act* is meant to help parties identify which of the potential legislative regimes governs their project, particularly where the contracts and subcontracts involved may fall on either side of the July 1, 2018 divide. Parties to a construction project would do well to determine early on which of the legislative regimes they are operating under according to the criteria set out in s. 87.3.

Michael Tersigni, Associate

— KC —

News

Keel Cottrelle is pleased to announce that Christopher Wirth and Bob Keel have been recognized by Best Lawyers in Canada for 2022. Chris has been recognized in the areas of Administrative & Public Law, Corporate & Commercial Litigation and Labour & Employment Law, and was recognized for those areas in 2019, 2020 and 2021. Bob has been recognized in the area of Education Law.

Keel Cottrelle is also pleased to announce that on September 1, 2021, Christopher Wirth completed his term as the Past Chair of the Canadian Bar Association's Administrative Law Section, Patricia Harper has assumed her role as the section's incoming Secretary and has joined the OBA's Administrative Law Section Executive as a Member-at-Large, and Kimberley Ishmael assumed her role as the Public Affairs Liaison of the Ontario Bar Association's Education Law Section Executive.

More information about all of the lawyers at Keel Cottrelle can be found on our firm's website - www.keelcottrelle.com. During this unprecedented pandemic period, rest assured that Keel Cottrelle LLP remains open and available to meet your legal needs.

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Keel Cottrelle LLP Construction Law Newsletter

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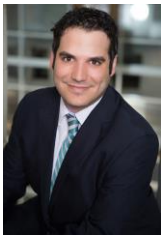

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