

**REGULAR MEETING OF DALMENY TOWN COUNCIL
MONDAY, SEPTEMBER 24, 2018, 7:00 P.M.
DALMENY TOWN OFFICE – TOWN COUNCIL CHAMBERS**

AGENDA:

CALL TO ORDER – 7:00 p.m.

ADOPTION OF AGENDA – additions/deletions

MINUTES OF THE PREVIOUS MEETING

- a. September 10, 2018 Regular Council Meeting

BUSINESS ARISING FROM THE MINUTES:

- a. Dalmeny Community Church – Proposed Sidewalk Specifications
- b. Notice of Appeal – Doug Codd – Filed after the Deadline

ACCOUNTS FOR APPROVAL

- a. Approval of Current Accounts
- b. Approval of Payroll (1)

FINANCIALS

- a.

PUBLIC MEETING:

- a.

DELEGATION:

- a.

CORRESPONDENCE

- a. Rural Reconciliation – An Educational Gathering – November 7, 2018

REPORTS

- a. Administration Report

NEW BUSINESS

- a. Catterall & Wright – Industrial Park Future Pathways
- b. Onsite Wastewater Disposal System – Orville Dunlop

BYLAWS

- a. Bylaw 13-2018, A Bylaw to Provide for the Entering into an Agreement with Multi-Material Stewardship Western Inc.

QUESTIONS FROM THE PUBLIC

ROUND TABLE DISCUSSION/IN CAMERA

ADJOURN

Next Regular Meeting: October 16, 2018

2018 Regular Council Meeting Schedule: January 15,29; February 12,26; March 12,26;
April 9,23; May 14,28; June 11,25; July 16; August 13;
September 10,24; October 15,29; November 19; December 3,17.

Committee of Whole Meetings: 6:30 p.m. prior to Regular Council Meetings; and
7:00 p.m. on alternate Mondays from council meetings, when required:

Dalmeny Police Commission: October 22, 2018 commencing at 5:00 p.m.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

PRESENT: Mayor Jon Kroeker, Councillors Ed Slack, Jon Redekop, Anna-Marie Zoller, Christa-Ann Willems, Karly Russin, and Greg Bueckert. Also present was CAO Jim Weninger.

ABSENT: None.

CALL TO ORDER

Mayor Jon Kroeker called the Regular Council Meeting to order at 7:00 p.m., a quorum being present.

ADOPTION OF AGENDA

364/18 – Zoller/Bueckert – That the agenda for the Regular meeting of Council of the Town of Dalmeny for September 10, 2018 be adopted as presented.

Carried.

MINUTES

365/18 – Bueckert/Zoller – That the Minutes of the August 13, 2018 Regular Council meeting be approved as circulated.

Carried.

Councillor Christa-Ann Willems arrived at the meeting at 7:12 p.m.

INDUSTRIAL PARK- ROAD CONSTRUCTION SCHEDULE

366/18 – Russin/Redekop – That the Industrial Park – Road Construction Schedule regarding Ruszkowski Enterprises Ltd. be acknowledged by Council.

Carried.

PHASE 1-STREET RECONSTRUCTION

367/18 – Slack/Redekop – That the Street Reconstruction – Phase I Asphalt Pavement, Curb and Gutter and Fire Hall Driveway be accepted by Council, with the exception of the sidewalk on Wakefield Avenue and Ross Avenue, and that Catterall & Wright be advised of the same.

Carried.

ACCOUNTS PAYABLE

368/18 – Slack/Redekop – That the accounts as detailed on the attached cheque listing and amounting to \$339,893.52 for the period ending September 7, 2018 and representing cheque numbers 13881 to 13929 be approved by Council.

Carried.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

PAYROLL

369/18 – Russin/Bueckert – That the payroll listings in the amounts of \$19,041.76, \$64.60, \$314.53 and \$21,858.94 for the pay periods ending August 13, 2018, August 20, 2018, August 23, 2018 and August 27, 2018 respectively be approved by Council.

Carried.

PER DIEMS

370/18 – Redekop/Slack – That the per diems in the amount of \$2,349.07 for the pay period ending September 30, 2018 be approved by Council.

Carried.

PUBLIC MEETING-CLOSURE OF LANE

A Public Meeting was held at 7:20 p.m. pertaining to Bylaw 9-2018. This Bylaw would provide for the closing and selling of a portion of municipal lane. The proposed closure is to facilitate the sale of the undeveloped lane, which is not required for access or use by any public utility, to the adjacent property owner and to consolidate the remaining portion with Parcel A, Plan 102223460.

There were no oral or written representations regarding this Bylaw.

There were no members of the public that attended the meeting to speak to the Bylaw.

TAX COMPARISONS

371/18 – Slack/Redekop – That the listing of outstanding municipal and school property tax comparisons, along with frontage taxes for the month of August be accepted by Council.

Carried.

CORRESPONDENCE

372/18 – Bueckert/Zoller – That the following correspondence be filed:

A. Municipal Elections – Town of Shellbrook

Carried.

PUMPHOUSE INCIDENT REPORT

373/18 – Zoller/Bueckert – That the September 3, 2018 Water Pumphouse Incident Report prepared by Public Works Manager Jeff Johnson be accepted by Council.

Carried.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

CAO REPORT

374/18 – Bueckert/Zoller – That the Town Administrator/CAO Report as presented by Town Administrator/CAO Jim Weninger for September 10, 2018 be accepted by Council.

Carried.

WALL STREET TRAFFIC CALMING

375/18 – Zoller/Bueckert – That the Town proceed with the installation of the “Wall Street Traffic Calming” features at an estimated cost of \$2,500.00 plus labour and applicable taxes.

Carried.

FREELANCE PHOTOGRAPHER

376/18 – Willems/Slack – That Dale Boan, a freelance photographer, be hired by the Town to photograph numerous sites within the Town of Dalmeny to achieve 100 to 150 pictures for the Town’s new web site at a cost between \$500.00 and \$750.00, plus applicable taxes.

Carried.

Councillor Karly Russin left the meeting at 8:15 p.m.

REGIONAL RECONCILIATION MINUTES

377/18 – Russin/Redekop – That the Minutes of the July 17, 2018 Regional Reconciliation Committee Meeting held at Wanuskewin Heritage Park be accepted by Council.

Carried.

Councillor Karly Russin returned to the meeting at 8:18 p.m.

OFF-LEASH DOG PARK

378/18 – Russin/Willems – That the proposed off-leash dog park be referred to the 2019 capital budget for further discussion.

Carried.

BYLAW 9-2018 – CLOSING AND SELLING OF A PORTION OF A MUNICIPAL LANE

379/18 – Russin/Zoller – That Bylaw 9-2018 be read a second time.

Carried.

The CAO read Bylaw 9-2018 a second time.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

380/18 – Redekop/Slack – That Bylaw 9-2018 be given third reading at this meeting.

Carried Unanimously.

381/18 – Redekop/Bueckert – That Bylaw 9-2018 be read a third time and adopted.

Carried.

The CAO read Bylaw 9-2018 a third time, and the Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

382/18 – Slack/Zoller – That Council move into the Committee of the Whole and that the session be “in camera” at 8:22 p.m.

Carried.

RECONVENE

383/18 – Slack/Russin - That Council reconvene and report at 10:36 p.m.

Carried.

FIRE- BRUSH TRUCK

384/18 – Slack/Redekop – That the Fire & Rescue Department be given permission to submit a Request for Qualifications (RFQ) for a Brush Truck as per the 2018 Capital Budget and that Fire Chief Rick Elder be advised of the same.

Carried.

Councillor Jon Redekop declared a pecuniary interest and a conflict of interest and left the meeting at 10:40 p.m.

WATER PIPELINE AGREEMENT- RM OF CORMAN PARK

385/18 – Bueckert/Zoller – That the Water Pipeline Agreement between the Town of Dalmeny and the Rural Municipality of Corman Park to facilitate the use of storm water by Spruce Manor Special Care Facility be accepted by Council.

Carried.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

EMO COORDINATOR

386/18 – Bueckert/Zoller – That Alicia Anderson be appointed Town of Dalmeny EMO Coordinator effective September 1, 2018.

Carried.

NATURAL GAS MAIN- SOUTH INDUSTRIAL

387/18 – Zoller/Bueckert – That the SaskEnergy Letter and their cost estimate of September 10, 2018 which was sent to Steve Chabaylo of Ruszkowski Enterprises Ltd. regarding the estimated cost of \$15,485.16, plus GST to change the natural gas main that intersects with Second Avenue South, along with the nature gas service to 500 - Highway 305 South be accepted by Council and that SaskEnergy be advised of the same.

Carried.

Councillor Jon Redekop returned to the meeting at 10:42 p.m.

Mayor Jon Kroeker declared a conflict of interest and a pecuniary interest and left the room at 10:42 p.m.

During Mayor Jon Kroeker absence, Deputy Mayor Ed Slack presided over the meeting.

CATTERALL & WRIGHT- FCM GRANT

388/18 – Redekop/Willems – That Catterall & Wrights proposal at a cost of \$62,500.00 to complete the FCM Asset Management Plan from an approved grant of \$50,000.00 from FCM be approved and which includes the following:

- ◆ Assess Management Assessments
- ◆ Data Collection and Reporting
- ◆ Knowledge Transfer

Carried.

FINANCIAL INTERESTS AND CONFLICTS OF INTEREST

389/18 – Willems/Redekop – That the Letter of August 2, 2017 from Kim Anderson of Robertson Stromberg regarding Financial Interests and Conflicts of Interest be accepted by Council.

Carried.

INDUSTRIAL PARK CATCH BASIN

390/18 – Willems/Zoller – That Catterall & Wrights recommendation to add an additional catch basin in the Industrial Park along Third Avenue South at an estimated cost of \$4,440.00 be accepted by Council.

Carried.

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018
DALMENY TOWN OFFICE

Mayor Jon Kroeker returned to the meeting at 10:50 p.m. and presided over the meeting.

Deputy Mayor Ed Slack vacated the chair and resumed his position as Councillor.

2017 WAKEFIELD AVENUE SPECIAL ASSESSMENT RATES

391/18 – Russin/Slack – That Council utilize the special assessment rates for home owners as identified by the Local Improvement Committee in 2018 for the Wakefield Avenue Local Improvement Project completed in 2017.

Defeated.

ADJOURN

392/18 – Willems/Slack – That the meeting be adjourned. Time 10:52 p.m.

Carried.

Mayor

(seal)

Chief Administrative Officer

Report Date
9/07/2018 12:00 PM

Dalmeny
Accounts for Approval
As of 9/07/2018
Batch: 2018-00044 to 2018-00046

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
13881-Man	8/31/2018	SaskEnergy Corp. 195	SASKPOWER/ENERGY	8,226.36	8,226.36
13882	8/31/2018	AMSC Insurance Services Ltd 45	SEPTEMBER GROUP INSURANCE	5,676.28	5,676.28
13883	8/31/2018	M.E.P.P. 187	AUGUST MEPP PAYMENT	9,716.50	9,716.50
13884	8/31/2018	Minister of Finance 8	AUGUST SCHOOL TAXES COLLECTED	47,182.02	47,182.02
13885	9/10/2018	AirScapes Int'l Inc 2746	DIGITAL PHOTOS OF DALMENY	1,583.45	1,583.45
13886	9/10/2018	Allan's Disposal Services Ltd. 201815039	PORTABLE TOILET-EAST POND	252.00	252.00
13887	9/10/2018	Bell Mobility Inc. 14	AERATION BUILDING AUTODIALER	67.65	67.65
13888	9/10/2018	Canadian National Railways 91407410	SIGNAL MAINTENANCE	248.00	248.00
13889	9/10/2018	Central Repair Ltd. 15623/15599	FIRE-RESCUE R22/TRUCK 22 REPAIR	1,101.13	1,101.13
13890	9/10/2018	Crosby Hanna & Assoc. 12-065/09-035	DEVELOPMENT/ADVISORY FEES	333.38	333.38
13891	9/10/2018	Dalmeny Car Wash 1 2	PURCHASE OF CORNER CUT -1 PURCHASE OF CORNER CUT- 2	150.00 425.00	575.00
13892	9/10/2018	Earthworks Equipment Corp S49158	BOBCAT BUCKET TEETH	128.44	128.44
13893	9/10/2018	Ed Bonin 34	ARENA SUPPLIES	180.53	180.53
13894	9/10/2018	hbi office plus F11416	OFFICE SUPPLIES	316.48	316.48
13895	9/10/2018	Husky Oil Marketing Company 2586/0458/3232	OIL FOR ROADS	2,042.40	2,042.40
13896	9/10/2018	Inland Heidelberg Cement Group 6155501	PW-SAND	449.39	449.39
13897	9/10/2018	Janzen Steel Buildings Ltd. 28900/887/026	PW GRAVEL/HEDLEY WINDOW/WOOD	7,693.28	7,693.28
13898	9/10/2018	JDM Construction Corp 7315/7314/7312	MOW/ROCK PICK- ENFORCEMENT	4,012.65	4,012.65
13899	9/10/2018	John Gordon 1	REFUND-OVERPAYMENT TAXES	999.00	999.00
13900	9/10/2018	Jon Kroeker			

Report Date
9/07/2018 12:00 PM

Dalmeny
Accounts for Approval
As of 9/07/2018
Batch: 2018-00044 to 2018-00046

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		7	RURAL CRIME MEETING	75.00	75.00
13901	9/10/2018	Kelly Janzen 35	PW-2018 SWWA CONFERENCE	1,323.00	1,323.00
13902	9/10/2018	Kemsol Products Ltd. 254315	OFFICE-JANITORIAL	41.46	41.46
13903	9/10/2018	McGill's Industrial Service 18-1168...	TOWN MAINTENANCE FLUSH	21,596.38	21,596.38
13904	9/10/2018	Minister of Finance 20678/2021111	POLICE/FIRE RADIO LICENSE	1,198.80	1,198.80
13905	9/10/2018	Moody's Equipment S43796	WINCH/FIRE CONSUMABLES	1,623.12	1,623.12
13906	9/10/2018	Municipal Leadership Dev Prog 11	PUBLIC RELATIONS- CHRISTA W	152.25	152.25
13907	9/10/2018	MuniCode Services Ltd. 390/433/51/52/6	BUILDING INSPECTIONS	1,005.91	1,005.91
13908	9/10/2018	Nams Canada Inc. 1671	NAMS SUBSCRIPTION 2019	504.00	504.00
13909	9/10/2018	Nor-Tec Linen Services 171945/172125	OFFICE/POLICE MATS	114.34	114.34
13910	9/10/2018	Pitney Works 75	OFFICE POSTAGE	1,351.36	1,351.36
13911	9/10/2018	Regent Signs 125024	RED BARN BATHROOM SIGNS	144.30	144.30
13912	9/10/2018	Robertson Stromberg 605354	SOUTH SERVICING AGREEMENT	316.35	316.35
13913	9/10/2018	Russell Hendrix Foodservice Eq 566130	JJ SUPPLIES	29.48	29.48
13914	9/10/2018	Ruszkowski Enterprises Ltd. No-071-089-0P1	SOUTH INDUST CURB/GUTTER	106,369.37	106,369.37
13915	9/10/2018	S.U.M.A. 84679/84479...	DOG TAGS/POSTAGE/WEBINAR/MEE1	530.33	530.33
13916	9/10/2018	Sask Research Council 696/742/25/78/2	WATER LAB TESTING	447.29	447.29
13917	9/10/2018	Sask Water SW058929	BULK WATER	42,911.63	42,911.63
13918	9/10/2018	Sask. Emergency Planner's 3	EMO-2018 ANNUAL CONFERENCE	325.00	325.00
13919	9/10/2018	Sask. Government Insurance 127	POLICE 2009/FIRE TRAILER PLATE	2,020.72	2,020.72
13920	9/10/2018	Sask. Tel 315	SASKTEL PAYMENT	1,893.67	1,893.67
13921	9/10/2018	SASK. WCB 2018- 2/2	2018- 2/2	5,190.12	5,190.12

Report Date
9/07/2018 12:00 PM

Dalmeny
Accounts for Approval
As of 9/07/2018
Batch: 2018-00044 to 2018-00046

Page 3

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
13922	9/10/2018	Saskatoon Fire Protection 62693	HANDI VAN EXTINGUISHER SERVICE	11.55	11.55
13923	9/10/2018	Sea Hawk Specialized M18-1131/M18-23	NEW FIRETRUCK/PUMPER INSPECTI	2,142.08	2,142.08
13924	9/10/2018	SVP Envoyer paiement a 6143791...	WATER METER SUPPLIES	425.27	425.27
13925	9/10/2018	Trans-Care Rescue 16936/16946	FIRE-LIGHT BARS X2/SUPPLIES	2,727.14	2,727.14
13926	9/10/2018	Valley Side Sales Inc 61220/61257	HUSTLER MOWER PARTS	167.61	167.61
13927	9/10/2018	Valon Technologies Inc 3301	FIREHALL.NET SUBSCRIPTION	630.00	630.00
13928	9/10/2018	Webb Survey's 22776	SOUTH INDUST SUBDIVISION	3,142.50	3,142.50
13929	9/10/2018	Wilco Contractors Southwest Golder-952578 NO-071-092-P3	SOUTH CONCRETE TESTING SOUTH INDUSTRIAL LANDSCAPING	227.85 50,471.70	50,699.55
				Total for AP:	339,893.52

Certified Correct This September 7, 2018

Mayor

Administrator



Customer Automated Funds Transfer

[Main Menu](#) [Log off](#) [Help](#)

SID:180216392 Current System Date: 2018-Aug-13 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

Page 1 of 1

[Back to Manual Release](#)

Payor/Payee Name	Account Number	Inst. ID	Route	Transit	Due Date	Trans Type	Rec Type	Amount
Bates, Lyle							C	1323.61
Cowley, Cody							C	829.41
Dyck, Bradley							C	1558.58
Halcro, Mathew							C	1190.25
Honeker, Sheila							C	543.32
Janzen, Kelly							C	1234.93
Johnson, Jeffrey							C	1519.50
Johnson, Griffin							C	1082.72
Klein, Mariys							C	901.94
Mossop, Edward							C	1854.11
Rowe, Scott							C	1656.85
Sonmor, Rick							C	1351.21
Van Meter, Christine							C	1407.71
Weninger, Jim							C	2587.64

Page [1]

19,041.76



Customer Automated Funds Transfer

[Main Menu](#) [Log off](#) [Help](#)

SID:344606046 Current System Date: 2018-Aug-20 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

Page 1 of 1

[Back to Manual Release](#)

Payor/Payee Name	Account Number	Inst. ID	Route Transit	Due Date	Trans Type	Rec Type	Amount
<u>Taylor, Thomas</u>						C	64.60

Page [1]

64.60



Customer Automated Funds Transfer

[Main Menu](#)[Log off](#)[Help](#)

SID:875440712 Current System Date: 2018-Aug-23 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288964070 Originator Name: Town of Dalmeny Fire Dept Currency: CAD

Page 1 of 1

[Back to Manual Release](#)

**Payor/Payee
Name**

**Rec
Type Amount**

Taylor, Thomas

C 314.53

Page [1]



Customer Automated Funds Transfer

[Main Menu](#) [Log off](#) [Help](#)

SID:509438371 Current System Date: 2018-Aug-27 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

Page 1 of 1

Payor/Payee Name

Bates, Lyle
Bates, Wesley
Berrecloth, Colleen
Cowley, Cody
Dyck, Bradley
Elder, Rick
Furi, Bonnie
Halcro, Mathew
Honeker, Sheila
Janzen, Kelly
Johnson, Jeffrev
Johnson, Griffin
Klein, Marlys
Mossop, Edward
Rowe, Scott
Slack, Angela
Sonmor, Rick
Van Meter, Christine
Weninger, Jim

[Back to Manual Release](#)

Rec Type	Amount
C	1138.65
C	1651.18
C	431.39
C	952.58
C	1519.34
C	1165.61
C	439.10
C	1190.25
C	169.69
C	1234.93
C	1519.50
C	440.34
C	776.21
C	1987.42
C	1656.85
C	239.34
C	1351.21
C	1407.71
C	2587.64

Page [1]

21,858.94



Customer Automated Funds Transfer

[Main Menu](#)[Log off](#)[Help](#)

SID:851465245 Current System Date: 2018-Sep-04 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

Page 1 of 1

[Back to Manual Release](#)

Payor/Payee Name	Rec Type	Amount
<u>Anderson, Alicia</u>	C	100.00
<u>Bueckert, Greg</u>	C	277.34
<u>Hueser, Wilbur</u>	C	166.53
<u>Kroeker, Jonathan</u>	C	623.97
<u>Redekop, Jonathan</u>	C	277.34
<u>Russin, Karly</u>	C	277.34
<u>Slack, Edward</u>	C	277.34
<u>Willems, Christa- Ann</u>	C	71.87
<u>Zoller, Anna-Marie</u>	C	277.34

Page [1]

2,349.07

*New Business C^c
Business meeting #1*

DALMENY COMMUNITY CHURCH

121 – 4th Street
Dalmeny, SK, S0K1E0

July 5, 2018

Jim Weninger
CAO, Town of Dalmeny
PO Box 400
Dalmeny SK S0K1E0

*Ready for
Council
July 13/18*

*Ready for
Council
Sept 21/18*

RE: Sidewalk along property frontage (4th Street)

Dear Jim,

Dalmeny Community Church's leadership would like to replace the sidewalk bordering our property on 4th Street, and would like to know what the steps for this process would be.

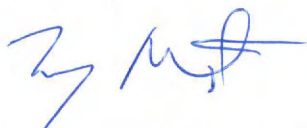
Over the past three years, we have completed some patchwork repairs to the municipality's sidewalk along the front of our property. This patchwork included an overlay that has since failed. We took this maintenance upon ourselves as we have a number of senior members and adherents along with members of the community who use our facility and wanted to protect them from falls due to a severely deteriorated and unmaintained sidewalk.

The deterioration of the walk has come to a point that we no longer can continue applying quick fix temporary repairs and would like to have the sidewalk replaced. It is understood that this is a municipality responsibility but would like to work with the town to replace sidewalk. It is our hope that this project can be completed this summer.

As you know the church is a non-profit organization and would like it very much if any engineering could be taken away as the project does not involve changing any grades or altering surfaces. We would like to manage and complete the sidewalk replacement from within.

We look forward to hearing from you and council on this matter. If you have any questions, please contact our office.

Sincerely,


Tony MARTENS

On behalf of Dalmeny Community Church

1 GENERAL

1.1 Section Includes

- 1.1.1 Cast-in-place concrete structures.

1.2 References

- 1.2.1 ASTM International:
 - .1 ASTM C260: Standard Specification for Air-Entraining Admixtures for Concrete.
 - .2 ASTM C309: Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- 1.2.2 Canadian Standards Association:
 - .1 CSA A23.1/A23.2: Concrete Materials and Methods of Concrete Construction/ Methods of Test and Standard Practices for Concrete
 - .2 CSA A283: Qualification Code for Concrete Testing Laboratories
 - .3 CSA A3000: Cementitious Materials Compendium.

1.3 Quality Control

- ? — 1.3.1 **The Church shall arrange for and the Town will pay for testing to be completed once for each day concrete work is being performed.**
- 1.3.2 Ensure testing agency supplies test results to Town at jweninger@dalmeny.ca.
- 1.3.3 Quality testing for cast-in-place concrete work to be in accordance with CSA A23.1.

1.4 Submittals

- 1.4.1 Prior to starting concrete work, submit concrete type, strength, and supplier to the Town for review and approval. List proposed admixtures (eg: air, retarders or accelerators).
 - .1 Do not change mix design and/or admixtures without approval of Town.
 - .2 If the aggregate changes or for any other reason the original mix cannot be used, submit the information requested in 1.4.1 above for approval prior to placing concrete.

1.5 Testing

- 1.5.1 An independent testing firm certified to CSA A283 and approved by the Town shall carry out concrete tests.
- ? — 1.5.2 Perform sampling and testing of concrete in accordance with CSA A23.2.
- 1.5.3 Take three concrete test cylinders for every day of concrete placement. Test one cylinder for compressive strength at 7 days and the other two at 28 days. In cold weather placement conditions, take a minimum of one additional cylinder that can be used to test concrete strength at an intermediate time.
 - .1 Cylinders are to be field cured within reasonable distance of the sampling location for 20 – 76 hours in a controlled environment that maintains temperature between 15°C and 25°C. Ensuring curing conditions comply with the testing requirements is the responsibility of the Church.
- 1.5.4 Take minimum one slump test for each set of cylinders taken.
- 1.5.5 Test concrete for entrained air content. Adjust concrete mix if required and re-test until specified air content is achieved. At a minimum, a test shall be performed for the first truckload and each time a set of cylinders is taken.
- 1.5.6 The Church shall pay for re-testing of concrete or concrete materials required due to non-compliance with the specifications.

PPI - sealing agent

2 PRODUCTS

2.1 Forms & Templates

- 2.1.1 Formwork: Clean, smooth surface plywood, metal or plastic, free of holes, splinters, warps, surface markings or other defects.

- 2.1.2 Fabricate templates from rigid material with suitable handles for the type of concrete structure being constructed.

2.2 Concrete

- 2.2.1 Cast-in place concrete materials:
 - .1 Cement: To CSA A3001, Type: high sulphate-resistant.
 - .2 Water: Clean and free from deleterious material, to CSA A23.1
 - .3 Aggregates: To CSA A23.1/A23.2; coarse aggregates to be normal density. Shall content shall not exceed 1% by weight.
 - .4 Air entraining admixture: To ASTM C260.
- 2.2.2 Concrete mix shall meet the following specification:
 - .1 Minimum 28 day compressive strength: 32 MPa.
 - .2 Cement: High sulfate-resistant.
 - .3 Maximum aggregate size: 20 mm.
 - .4 Water/cement ratio: Maximum 0.45 by weight.
 - .5 Slump: 75 mm +/- 20 mm for concrete poured into forms and 25 mm +/- 20 mm when extruders are used.
 - .6 Air entrainment: 5% to 8% by volume.
 - .7 Exposure Class: C-2.
- 2.2.3 Use accelerating admixtures in cold weather and/or set retarding admixtures in hot weather only when approved by Town. If approved, the use of admixtures does not relax cold/hot weather placement requirements.

2.3 Concrete Accessories

- 2.3.1 Curing compound: To ASTM C309.

2.4 Miscellaneous Products

- 2.4.1 Bonding sealant for catch basin frame adjustments: Selena Tytan MP1 premium grade 100% silicone or equal.
- 2.4.2 Asphalt patch: City of Saskatoon Type 2 Mix complete with prime and fog coats.
- 2.4.3 Lean concrete mix: Minimum 20 MPa compressive strength at 28 days

3 EXECUTION

3.1 Removals

- 3.1.1 Saw cut existing asphalt surface 200 mm from the face of the concrete curb prior to the removal of the structure. Ensure that a clean, straight edge is provided.
- 3.1.2 Saw cut and remove existing curb, gutter and sidewalk as required. Ensure saw cut makes a smooth transition from existing to new structures.
- 3.1.3 Dispose of removed concrete and asphalt materials off-site.
- 3.1.4 Prior to concrete removal, place stakes and pins as necessary to ensure construction of new curb and sidewalk maintains alignment of existing sidewalk.

3.2 Base Preparation

- 3.2.1 Construct concrete structures on compacted subgrade. Extend subgrade preparation 300 mm beyond the curb face and 150 mm behind the back of sidewalk.
 - .1 Install granular base as a levelling course below concrete for curb or sidewalk not constructed with the use of extruding equipment. See Drawings.
 - .2 Compact granular base course until no deflection occurs.

3.3 Tolerances

- 3.3.1 Ensure sidewalk slopes toward road at 3% as shown on Drawings.
- 3.3.2 Use the reference stakes and pins placed prior to concrete removal to determine grade and alignment of concrete structures.
 - .1 Do not deviate in alignment more than 25 mm in 30 metres.

- 3.3.3 Do not deviate in line or grade more than 6 mm in 3 metres for exposed concrete surfaces.

3.4 Forms

- 3.4.1 Provide forms suitable for the type of concrete structure being constructed.
 - .1 Remove forms that are considered unsatisfactory in the opinion of the Town and provide acceptable replacement.
- 3.4.2 Stake and brace forms so that they will retain their line and grade with the use of mechanical vibrators and vibrating screeds.
- 3.4.3 Ensure curb returns are smooth, continuous curves and tangent where they join the straight sections or another curve.
- 3.4.4 Replace Work that does not meet the design alignment, grade, or cross-section as a result of poor forming.

3.5 Templates

- 3.5.1 Use templates to check the subgrade finish prior to placing of the concrete and to check the shape of completed work.
- 3.5.2 Construct and use other templates as required for the Work.

3.6 Construction with Extruding Equipment

- 3.6.1 Construction using slip-form sidewalk and curbing machines is permitted upon approval of the Town.
- 3.6.2 All moulds must match the structure design cross-section as shown on Drawings. Town reserves the right to review mould prior to start of work to ensure conformance to design.

3.7 Placing Concrete

- 3.7.1 Place concrete in a continuous operation.
 - .1 Do not exceed 30 minutes between placing successive batches unless the last load is at an expansion joint.
 - .2 Complete discharge of concrete is to be completed within 120 minutes of the initial mixing time noted on the delivery ticket.
 - .3 Place concrete as close as possible to, but no further than one metre, from its final position in the forms. Do not re-handle concrete.
 - .4 Deposit concrete so that segregation of the aggregates does not occur.
- 3.7.2 Tamp, vibrate or otherwise consolidate the concrete to eliminate all voids and honeycombing after placing.
 - .1 If used, operate vibrating screeds in accordance with the manufacturer's instructions.
 - .2 Do not over-vibrate concrete. If bleeding occurs due to over-vibration, repair or remove concrete as instructed by the Town.
- 3.7.3 Protect finished concrete against adverse weather conditions such as high winds, precipitation, freezing, high and low temperatures, low humidity, and large temperature differentials until curing is complete.
- 3.7.4 When there is a probability of the air temperature falling below 5°C within 24 hours of placement, cold weather considerations are required.
 - .1 Do not place concrete against any surface that will lower the temperature of the concrete below 10°C.
 - .2 Maintain a concrete temperature of 10°C for 7 days following placement by providing adequate protection by means of heated enclosures, covering, insulation, or a suitable combination of these methods.
 - .3 After curing the concrete for 7 days, gradually cool concrete for 12 hours before removing protection.
- 3.7.5 When there is a probability of the air temperature rising above 27°C during the placing period, facilities are to be provided by the Church to provide protection from the effects of hot weather and/or excessive drying.
 - .1 An approved set retarder may be used during hot weather.
 - .2 Pour concrete at a rate such that finishing as specified can be accomplished.
 - .3 Do not wet surface during finishing.

- .4 The Town may terminate the work temporarily if, in their opinion, the Work cannot be properly finished.

3.8 Connection to Existing Concrete

- 3.8.1 Saw cut existing concrete at the nearest expansion joint or as otherwise directed by the Town to provide a straight edge for connection.
- 3.8.2 Provide dowels to existing concrete as detailed on the Drawings.
- 3.8.3 Match new curb to existing curb elevations.

3.9 Control Joints

- 3.9.1 Provide tooled control joints in concrete surface using approved tools to create straight lines perpendicular to the structure face at intervals of 1.5 metres or as otherwise shown on the Drawings.
 - .1 Construct control joints as detailed on the Drawings.

3.10 Finishing

- 3.10.1 After concrete has set sufficiently, finish the surface with a float then trowel surface smooth and provide light broom finish.
 - .1 Do not over trowel the surface.
- 3.10.2 Round edges of structures in accordance with Drawing details.
- 3.10.3 For curbs, remove forms after initial set, trowel vertical surfaces smooth, and brush finish faces that are permanently exposed.
- 3.10.4 Replace concrete structures where finished surfaces are marred or damaged prior to setting.

3.11 Specialty Structures

- 3.11.1 Construct all depressed crossings & curbs to match existing driveway locations and widths.
- 3.11.2 Construct in accordance with Drawings.

3.12 Curing

- 3.12.1 Cure concrete in accordance with CSA A23.1.
- 3.12.2 Protect freshly deposited concrete from freezing, abnormally high temperatures or temperature differentials, drying, and moisture loss for a period of time necessary to develop the specified properties of the concrete.
- 3.12.3 Commence curing of exposed surface as soon as the concrete has hardened sufficiently to prevent surface damage.
- 3.12.4 Apply curing compound to exposed surfaces at the rate recommended by the manufacturer to achieve a continuous even coating.
- 3.12.5 Apply curing compound to exposed surfaces in accordance with the manufacturer's instructions.
 - .1 Mix material thoroughly before using and keep agitated during use.
 - .2 Apply to green concrete as soon as the surface water sheen has disappeared and the concrete can be walked on. On formed surfaces, apply immediately after form removal.
 - .3 Apply by low pressure spray, brush, or roller in two light coats with each coat averaging between 300 and 400 square feet per gallon (7.0 and 9.3 m²/litre).

3.13 Gutter Patch

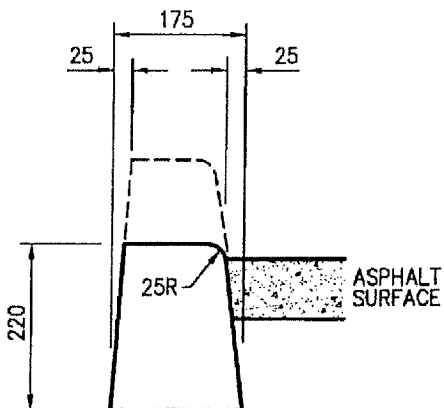
- 3.13.1 Upon completion of curbs, fill the void between the face of the new concrete structure and the existing asphalt with non-shrink fill, while allowing sufficient depth for asphalt patching as shown on the Drawings.
- 3.13.2 Place and compact asphalt to match existing structure depth.

3.14 Backfilling and Cleanup

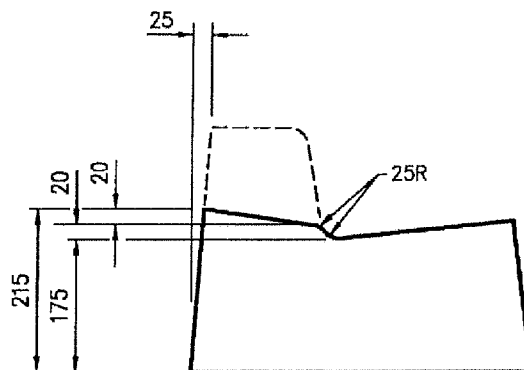
- 3.14.1 Backfill behind concrete structures within 7 days after removing the forms.

- 3.14.2 Backfill the void along the back of the sidewalk level to the top of the structure.
 - .1 Backfill a minimum of 1 metre behind the back of the structure and mechanically compact.
 - .2 Backfill level to the adjacent earth or at a slope approved by the Town.
 - .3 Backfill far enough back from the concrete structure to ensure positive drainage away from buildings.
 - .4 Ensure new construction does not introduce any new low spots which will collect water.
- 3.14.3 Front-fill curbs using gutter patch to match adjacent surface structure.
- 3.14.4 Spread and level all excavated material generated during concrete installation.
- 3.14.5 Remove all construction debris, including lumps of hardened concrete, from the site.

END OF SECTION



**150mm SEPARATE CURB
CROSSING SECTION**



**VERTICAL CURB & GUTTER
CROSSING SECTION**

NOTES:

1. CONCRETE STANDARD:
32 MPa DURA-MIX CONCRETE
5-8% AIR AS PER SPEC.
2. COMPACTION STANDARD:
98% STANDARD PROCTOR AS PER SPEC.
3. STRAIGHT VERTICAL BACK OF CURB MAY
BE USED IN PLACE OF 25MM BATTER
6. FOR CONSTRUCTION USING BARRIER CURB,
IGNORE REFERENCE TO GUTTER.

REVISIONS

1	
2	
3	



CITY OF SASKATOON
INFRASTRUCTURE SERVICES

APPROVED

GENERAL MANAGER *[Signature]* P. ENG.

DRAWN BY R. OTTENBREIT
DATE FEBRUARY 1, 1999

CHECKED BY _____
DATE _____

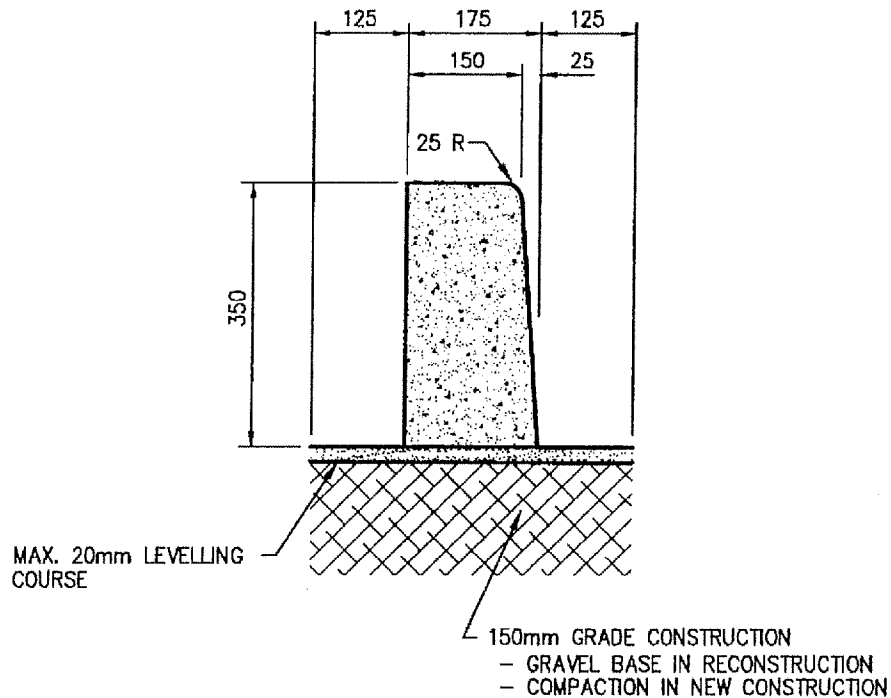
SEPARATE DROPPED CURB CROSSINGS

ENGINEER *[Signature]*
ENGINEER

SCALES : HOR. 1:10 VERT. _____

C-3

PLAN NO. **102-0002-003r001**



NOTES:

1. CONCRETE STANDARD:
32 MPa DURA-MIX CONCRETE
5-8% AIR AS PER SPEC.
2. COMPACTION STANDARD:
98% STANDARD PROCTOR AS PER SPEC.
3. BROOM FINISH TOP & FACE OF CURB AND GUTTER LONGITUDINALLY
4. BROOM OVER ALL CONTROL JOINTS.
5. SPACING OF CONTROL JOINTS TO BE 1.5M

REVISIONS

1	
2	
3	



APPROVED

GENERAL MANAGER *[Signature]* P. ENG.

ENGINEER *[Signature]*
ENGINEER

SCALES : HOR. 1:10 VERT. _____

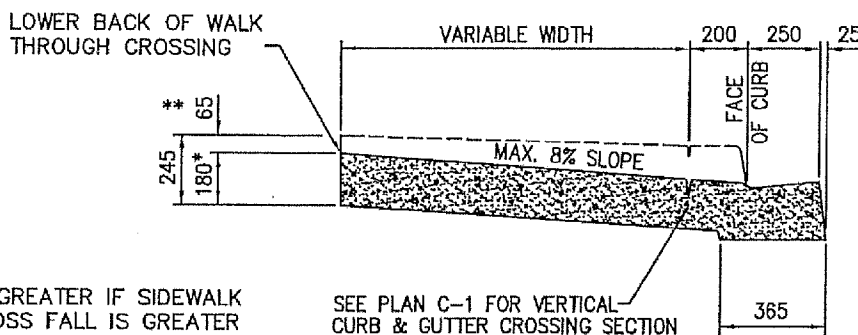
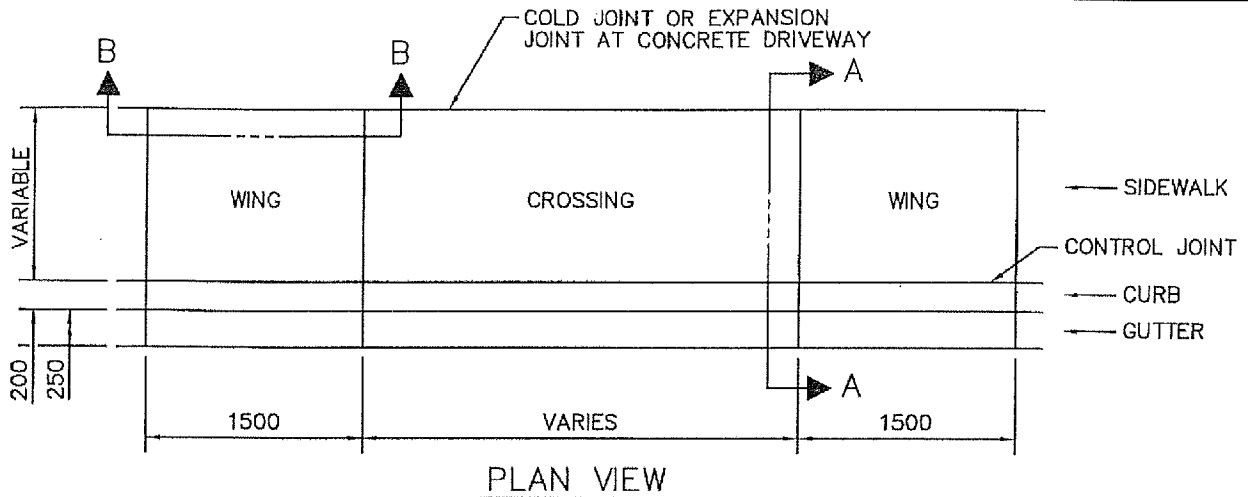
DRAWN BY R. OTTENBREIT
DATE FEBRUARY 1, 1999

CHECKED BY _____
DATE _____

SEPARATE VERTICAL CURB

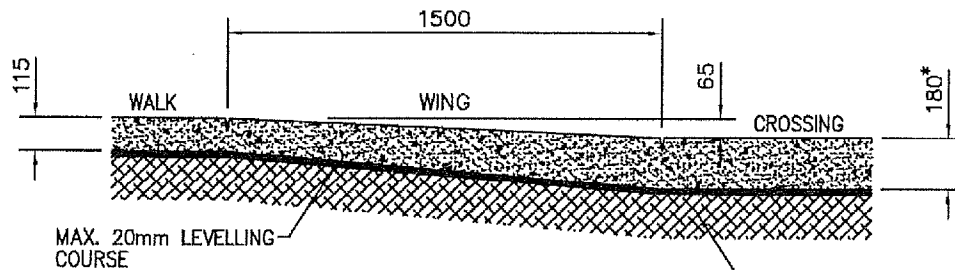
C-5

PLAN NO. 102-0002-005r001



** GREATER IF SIDEWALK CROSS FALL IS GREATER THAN 3%

* 125mm MIN. THICKNESS REQUIRED FOR SINGLE FAMILY DWELLING CROSSING



150mm GRADE CONSTRUCTION
- GRAVEL BASE IN RECONSTRUCTION
- COMPACTION IN NEW CONSTRUCTION

NOTES:

1. CONCRETE STANDARD:
32 MPa DURA-MIX CONCRETE
5-8% AIR AS PER SPEC.
2. COMPACTION STANDARD:
98% STANDARD PROCTOR AS PER SPEC.
3. BROOM FINISH WALK TRANSVERSELY.
BROOM FINISH CURB & GUTTER LONGITUDINALLY.
4. BROOM OVER ALL CONTROL JOINTS.
5. SPACING OF CONTROL JOINTS TO BE 1.5M

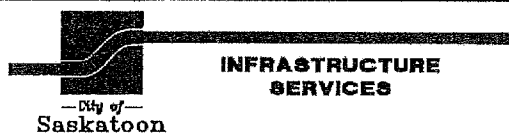
6. FOR CONSTRUCTION USING BARRIER CURB, IGNORE REFERENCE TO GUTTER.

REVISIONS

1	VK 09-02-09
2	
3	

DRAWN BY R. OTTENBREIT
DATE FEBRUARY 1, 1999

CHECKED BY _____
DATE _____



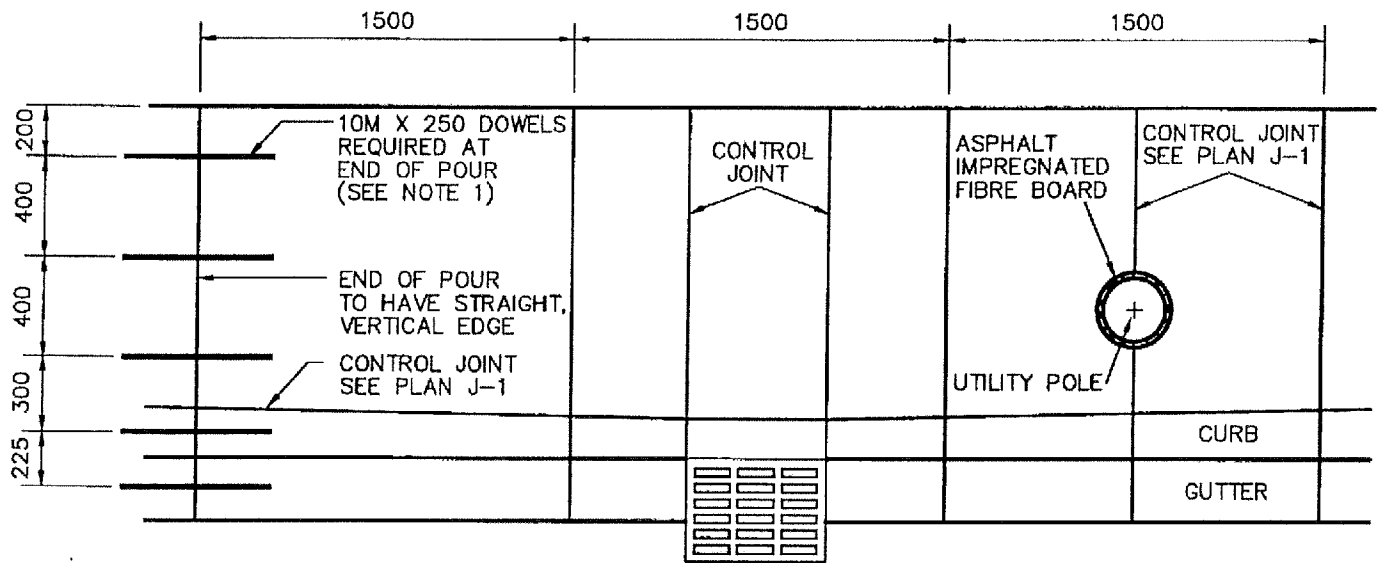
CROSSING
WALK, 150mm VERTICAL CURB
& GUTTER

APPROVED

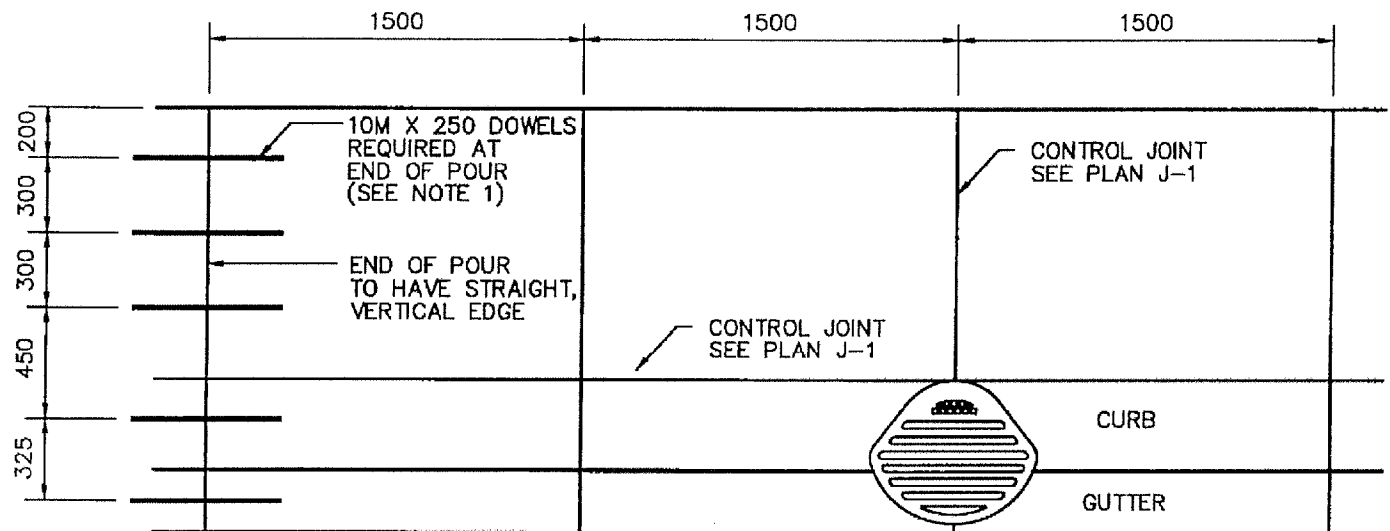
[Signature]
GENERAL MANAGER
[Signature]
ENGINEER
[Signature]
ENGINEER

SCALES : HOR. 1:50 VERT. 1:25

CR-1 PLAN NO. 102-0002-006r002




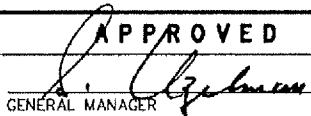
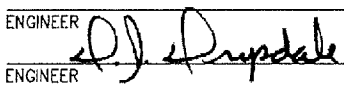
VERTICAL CURB

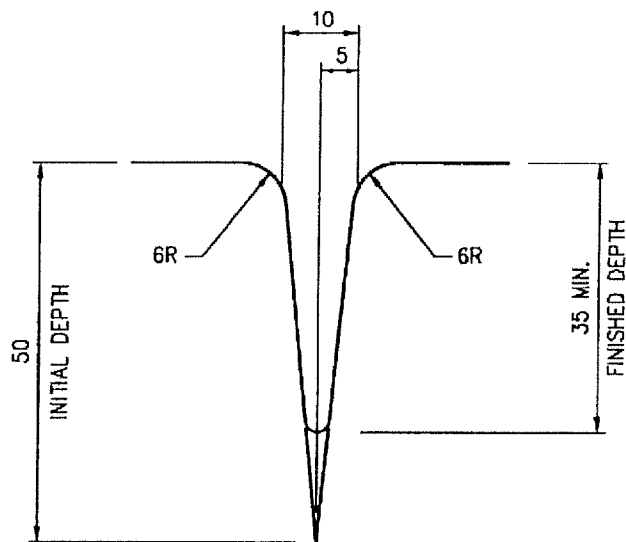


ROLLED CURB

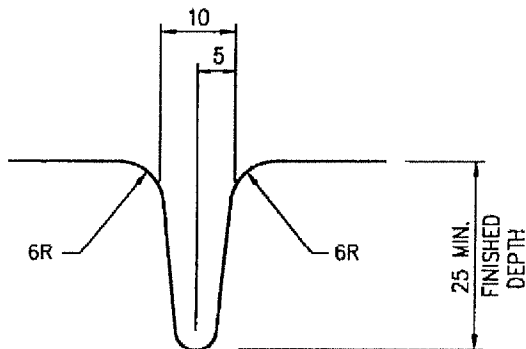
NOTES:

1. REBAR TO BE STAINLESS STEEL, EPOXY COATED, OR GALVANIZED. (EPOXY CAN NOT BE DRIVEN)

REVISIONS		 CITY OF SASKATOON INFRASTRUCTURE SERVICES	APPROVED	
1	MOVED CURB CNTRL. JOINT		DOWEL/CONTROL JOINT LOCATION & SPACING	 GENERAL MANAGER P. ENG.
2		ENGINEER  ENGINEER		
3		SCALES : HOR. 1:30 VERT. _____ PLAN NO. 102-0002-022r001		
DRAWN BY R. OTTENBREIT DATE FEBRUARY 1, 1999		J-2		
CHECKED BY _____ DATE _____				



LONGITUDINAL CONTROL JOINT



TRANSVERSE CONTROL JOINT

TRANSVERSE CONTROL JOINTS MUST EXTEND
ACROSS WALK & CURB, DOWN THE FACE
OF CURB, AND ACROSS GUTTER

REVISIONS

1	
2	
3	



CITY OF SASKATOON
INFRASTRUCTURE SERVICES

APPROVED

GENERAL MANAGER *[Signature]* P. ENG.

ENGINEER *[Signature]*
ENGINEER

SCALES : HOR. 1:1 VERT. _____

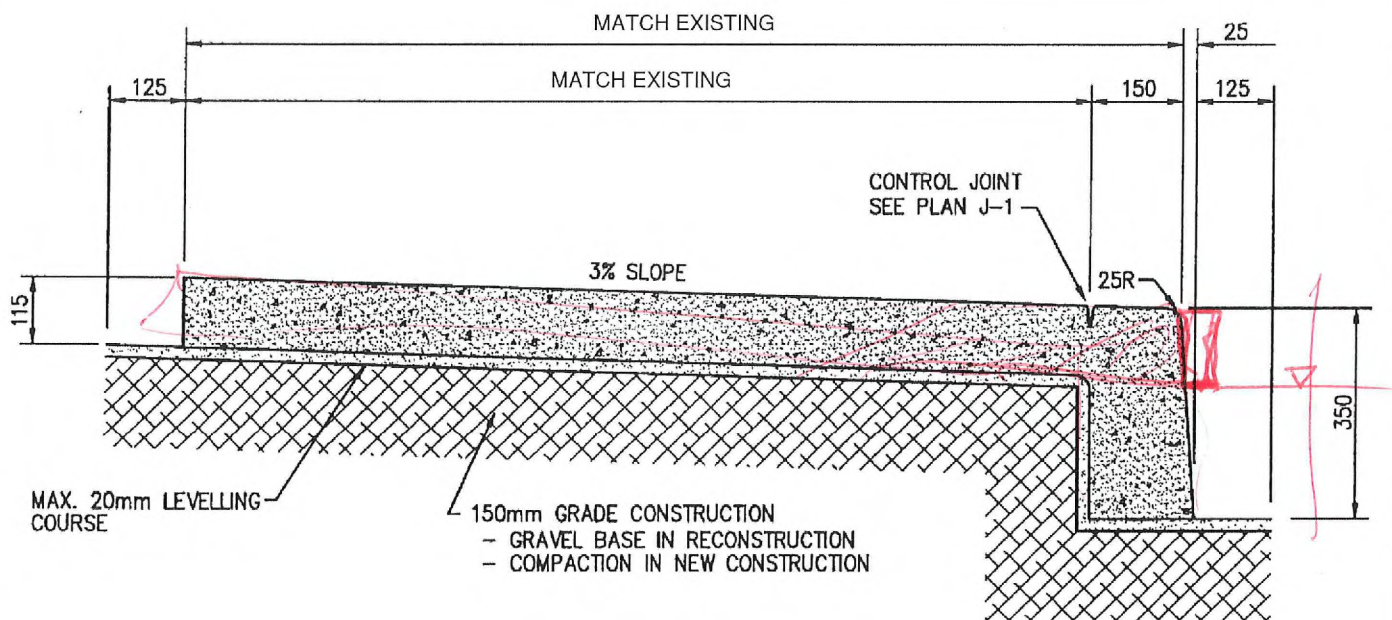
DRAWN BY R. OTTENBREIT
DATE FEBRUARY 1, 1999

CHECKED BY _____
DATE _____

CONTROL JOINTS

J-1

PLAN NO. 102-0002-021r001



NOTES:

1. CONCRETE STANDARD:
32 MPa DURA-MIX CONCRETE
5-8% AIR AS PER SPEC.
2. COMPACTION STANDARD:
98% STANDARD PROCTOR AS PER SPEC.
3. BROOM FINISH WALK, CURB FACE &
GUTTER. BROOM OVER ALL CONTROL JOINTS.
4. SPACING OF CONTROL JOINTS TO BE 1.5M

REVISIONS

1	
2	
3	

DRAWN BY R. OTTENBREIT
DATE FEBRUARY 1, 1999

CHECKED BY _____
DATE _____



CITY OF SASKATOON
INFRASTRUCTURE SERVICES

COMBINED WALK & VERTICAL CURB

APPROVED

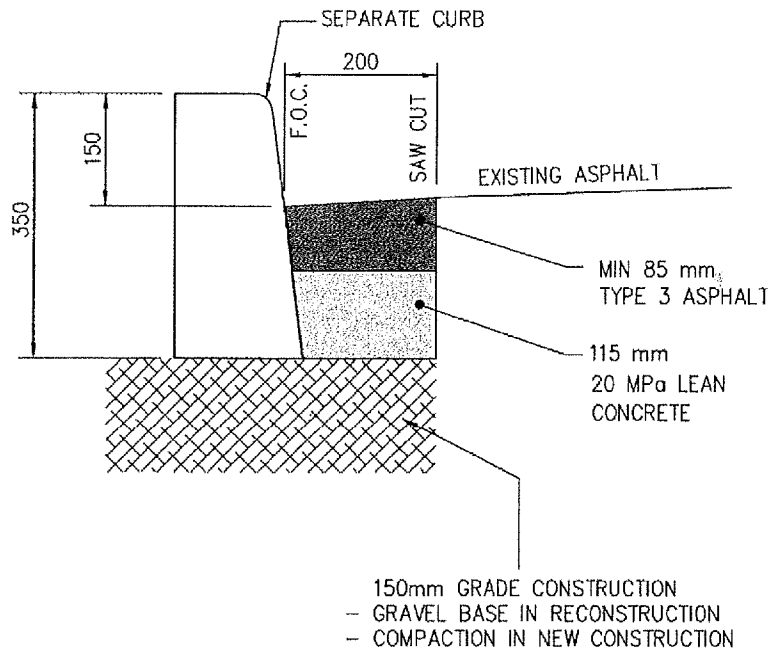
GENERAL MANAGER *[Signature]* P. ENG.

ENGINEER *[Signature]*

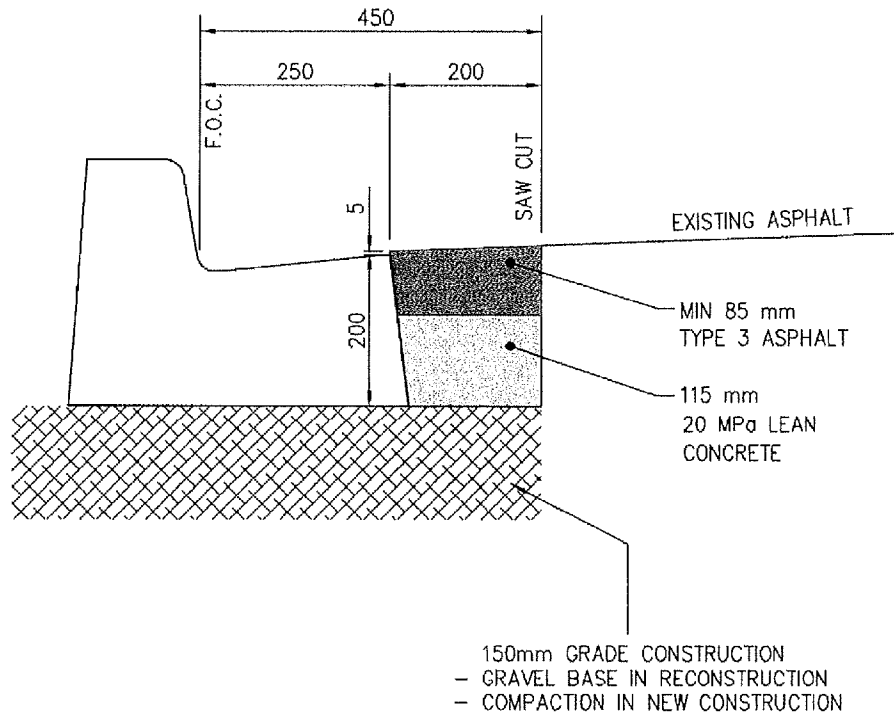
ENGINEER *[Signature]*

SCALES : HOR. 1:12.5 VERT. _____

W-5 PLAN NO. **102-0002-033r001**



CURB



CURB AND GUTTER

REVISIONS

1	ASPHALT DEPTH MIN 85mm 15-DEC-2014 HLO
2	
3	

DRAWN BY VK
DATE 09-01-27

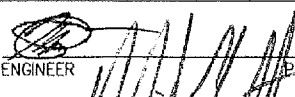
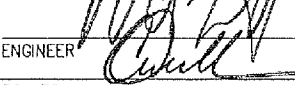
CHECKED BY
DATE



**City of
Saskatoon**
Transportation & Utilities Department

GUTTER PATCH PAVING

APPROVED

ENGINEER  P-ENG.
ENGINEER 
SCALES : HOR. 1:10 1:10
PLAN NO. 102-0002-049r002

Benson Arseny B.

Page 5

*Ready for
Council
Sept 21/18*

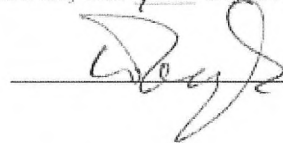
THE TOWN OF DALMENY

NOTICE OF APPEAL

TAKE NOTICE that the undersigned hereby appeals from an Order made pursuant to Part 12 Division 4 of *The Municipalities Act* on the _____ day of August 2018, with respect to the following property: 214 1st Street, Dalmeny, SK

AND FURTHER TAKE NOTICE that any written notice of proceedings may be sent to the undersigned at the following address: Bay 7, 825, 48th St.

SASKATOON SK S7K 0X5
DATED at SASKATOON, Saskatchewan, this 12 day of Sept, 2018.



Note: You must file this notice of appeal with the Town of Dalmeny no later than 5:00 p.m. Central Standard Time on the 15th day after the day upon which you are served with the Order to Remedy.

Notification of your hearing date will be sent by registered mail to the address provided above.

**Tracking number****Product Type:** Registered Mail**Delivery progress**

Date	Time	Location	Description	Retail Location	Signatory Name
2018/08/15	11:02		Signature image recorded for Online viewing		CHARLES J
2018/08/15	11:02	SASKATOON, SK	Delivered		
2018/08/14	20:36	SASKATOON, SK	Item processed		
2018/08/14	16:19	DALMENY, SK	Item accepted at the Post Office		

Features and Options

Signature Required

© 2017 Canada Post Corporation



Report Date
9/21/2018 2:28 PM

proposal

Dalmeny
Accounts for Approval
As of 9/21/2018
Batch: 2018-00048

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
13930-Man	9/07/2018	Nor-Tec Linen Services 343-EST	JJ MATS-DEPOSIT	2,354.44	2,354.44
13931	9/21/2018	ALL-NET.ca Inc. 100938	WEBSITE DEVELOPMENT-YEAR 1	4,684.20	4,684.20
13932	9/21/2018	Brad's Towing 225297	TOW-3RD ST MICRO SURFACE	127.89	127.89
13933	9/21/2018	Catterall & Wright 18-123 18-124	1ST ST CROSSING PRELIM DESIGN STORM WATER STUDY	3,632.74 4,485.86	8,118.60
13934	9/21/2018	Clark's Supply & Service IN324616	ARENA SCISSOR LIFT RENTAL	283.05	283.05
13935	9/21/2018	Country Music Association CMAS 18-05	DALMENY DAYS MUSIC	3,500.00	3,500.00
13936	9/21/2018	Crestline Coach Ltd. 115147	HANDI VAN -KIT	51.35	51.35
13937	9/21/2018	Crosby Hanna & Assoc. #61(347-33)#42	DEVELOPMENT/ADVISORY SERVICES	1,622.41	1,622.41
13938	9/21/2018	Fer-Marc Equipment Limited 93206	ZAMBONI REPAIR	2,636.03	2,636.03
13939	9/21/2018	Green Pixel Designs 018030	YOUTH COMMITTEE POSTER	47.70	47.70
13940	9/21/2018	hbi office plus F12325	OFFICE SUPPLIES	7.76	7.76
13941	9/21/2018	Hepburn CO-OP 628	FIRE-GAS/DIESEL	255.30	255.30
13942	9/21/2018	Jenson Publishing 300047747	FOOTBALL AD	47.25	47.25
13943	9/21/2018	Jim Weninger 46 47	RRSP CONTRIBUTION MEAL AND TRAVEL EXPENSES	4,302.00 153.10	4,455.10
13944	9/21/2018	Kelly Janzen 36	EAST POND-PIZZA LUNCH	127.47	127.47
13945	9/21/2018	Lacy Boisvert 9	S&P-T-SHIRTS	277.50	277.50
13946	9/21/2018	Loblaws Inc. 641274236	ARENA BOOTH SUPPLIES	637.83	637.83
13947	9/21/2018	Loraas Disposal Services 105	AUGUST GARBAGE/COMPOST	14,776.06	14,776.06
13948	9/21/2018	Millsap Fuel Distributors Ltd. 505016-505957	PW-GAS/DIESEL	8,028.87	8,028.87

Report Date
9/21/2018 2:28 PM

proposed

Dalmeny
Accounts for Approval
As of 9/21/2018
Batch: 2018-00048

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
13949	9/21/2018	MuniCode Services Ltd. 47629...	BUILDING INSPECTIONS	493.50	493.50
13950	9/21/2018	Nor-Tec Linen Services 172325	OFFICE/POLICE MATS	57.17	57.17
13951	9/21/2018	Pitney Bowes Global Credit Ser 3200912004	OFFICE POSTAGE CONTRACT	210.49	210.49
13952	9/21/2018	Pitney Works 76	OFFICE POSTAGE	67.12	67.12
13953	9/21/2018	Prairie Meats 766805	ARENA BOOTH SUPPLIES	331.74	331.74
13954	9/21/2018	Reed Security 99614	SECURITY CAMERAS	379.62	379.62
13955	9/21/2018	Ruszkowski Enterprises Ltd. No.071-089-P2	PROGRESS 2-ROAD CONSTRUCTION	516,358.32	516,358.32
13956	9/21/2018	Sask Research Council 3136/722/721	WATER LAB TESTING	220.50	220.50
13957	9/21/2018	Sask Water SW059313	BULK WATER	47,206.52	47,206.52
13958	9/21/2018	Sask. Parks & Rec. Assoc. 13	MATS PARKS WORKER COURSE	509.25	509.25
13959	9/21/2018	Sask. Tel 316	SASKTEL PMT	1,703.19	1,703.19
13960	9/21/2018	SASK. WCB 2018-INT	WCB SERVICE FEE	6.19	6.19
13961	9/21/2018	SaskEnergy Corp. 196	SEPT SASKPOWER/ENERGY PMT	7,891.17	7,891.17
13962	9/21/2018	Sew Kleen S6778	PUMP OUT CENTENNIAL/SHOP	273.00	273.00
13963	9/21/2018	Thomson Reuters Canada 8652933	2019 POLICE CRIMINAL CODE	147.12	147.12
13964	9/21/2018	Tracy Wright 237782	JJ LOBBY PAINTING	2,236.50	2,236.50
13965	9/21/2018	Tyco Integrated Fire/Security 20327342	ARENA SPRINKLER/ALARM TESTING	1,349.78	1,349.78
13966	9/21/2018	Unger Electric 30259	WATER PLANT REPAIR-BREAKER	880.01	880.01
13967	9/21/2018	Valley Trenching 1597	SOUTH CATCH BASIN- INSTALL/SUP	4,440.00	4,440.00
13968	9/21/2018	Van Houtte Coffee Services 32880170-2018	ARENA BOOTH SUPPLIES	30.00	30.00
13969	9/21/2018	Vipond Inc. VIP017390	ARENA SPRINKLER REPAIR	1,998.00	1,998.00

Report Date
9/21/2018 2:28 PM

Proposed

Dalmeny
Accounts for Approval
As of 9/21/2018
Batch: 2018-00048

Page 3

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
				Total for AP:	638,828.00



Customer Automated Funds Transfer

[Main Menu](#) [Log off](#) [Help](#)

SID:839364580 Current System Date: 2018-Sep-10 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

Page 1 of 1

Payor/Payee Name

[Bates, Lyle](#)
[Bates, Wesley](#)
[Bonin, Edmund](#)
[Cowley, Cody](#)
[Cynthia, Keet](#)
[Dyck, Bradley](#)
[Elder, Jenelle](#)
[Fraser, David](#)
[Furi, Bonnie](#)
[Halcro, Mathew](#)
[Honeker, Sheila](#)
[Janzen, Kelly](#)
[Janzen, Jayce](#)
[Johnson, Jeffrey](#)
[Johnson, Griffin](#)
[Johnson, Phoebe](#)
[Klein, Marlys](#)
[Mossop, Edward](#)
[Roberts, Karen](#)
[Rowe, Scott](#)
[Sonmor, Rick](#)
[Van Meter, Christine](#)
[Weninger, Jim](#)

Page [1]

[Back to Manual Release](#)

Rec Type	Amount
C	1460.60
C	754.12
C	448.33
C	731.14
C	330.21
C	1375.53
C	61.31
C	155.61
C	272.49
C	1190.25
C	337.42
C	1234.93
C	49.95
C	1519.50
C	483.15
C	61.31
C	1027.68
C	2038.17
C	117.19
C	1656.85
C	1351.21
C	1407.71
C	2587.64

20,652.30

Correspondence 'A'

*Ready for
Council
Sept 21/18*

Jim Weninger

From: Robin Bendig <robinb@greatplainscollege.ca>
Sent: September-19-18 2:34 PM
To: Robin Bendig; Amanda Dodge
Subject: Save the Date! Rural Reconciliation: An Educational Gathering - Wed, Nov 7th

Good morning,

As a reminder from yesterday's Regional Reconciliation Committee meeting, we discussed exciting details for the upcoming conference. The name of the conference is Rural Reconciliation: An Educational Gathering and it will take place at the Brian King Centre in Warman on Wed, Nov 7th, from 9:00 am to 3:30 pm.

I will send out a 'save the date' calendar invite shortly, but please speak to your colleagues to get this on their radar. The event will be free and open to the community. The Office of the Treaty Commissioner is arranging presenters to cover topics proposed by our committee. Details for these sessions will come shortly, along with a poster and registration form that will be distributed the first week of October.

Committee members, there are ways you can help!

1. **Promote the conference!** Please share the forthcoming conference poster and Facebook event widely among your networks.
2. **Consider sponsoring the conference!** Could your organization give \$100-\$500? There will be no registration fee so that the conference is accessible. Sponsorship funds are needed for food and drink, and to ideally cost-share the OTC for honoraria and travel expenses for our speakers. Sponsors will have their logos on the official conference poster, be recognized in the conference program, and can have a booth at the conference highlighting their work in reconciliation. Please let Robin or Amanda know by **October 1st** if you/your organization can sponsor the conference. Any unused sponsorship funds will be dedicated to a future reconciliation education event.
3. **Help with set-up and tear-down!** Please budget a little time to come early and stay late to help us with set-up and tear-down.
4. **Share a question or comment!** What does your community need or want to know about reconciliation? We'll be asking prepared questions to a panel of speakers. Please share a question or topic about what you want to learn! Please send your question or comment to Robin at robinb@greatplainscollege.ca or Amanda at amandadodge@mccsk.ca.

Robin Bendig – Program Coordinator
Great Plains College, PO Box 1001, Warman, SK S0K 4S0
P: (306) 242-5377 F: (306) 242-8662
greatplainscollege.ca

Note: This message is intended only for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us electronically by return message, and delete or destroy all copies of this communication. Thank you.

CAO REPORT

September 24, 2018

1. South Retention Pond:

The design size of the South Retention Pond was 67,649 cubic metres. The constructed size of the South Retention Pond is 69,706 cubic metres. Originally, the size of the South Retention Pond was going to be 42,500 cubic metres.

2. Variable Frequency Drive (VFD):

Due to concerns arising from the operation of the pumps (flow vs. pressure), the Town will be purchasing three (3) VFD's from Aquifer Distribution at an estimated cost of \$15,000.00, plus applicable taxes and engineering. The VFD is a variable speed pump controller, so it will speed up and slow down the pump as needed to meet the pressure required in the distribution system.

3. AirScapes:

From the AirScapes aerial pictures, the Town receives one (1) 20" X 30" print which should be ordered this week. We may include optional captioning with text, along with the Town's logo.

4. SaskEnergy Easement:

To accommodate the proposed SaskEnergy natural gas main installation in the Industrial Park, I stated to Charlene George of SaskEnergy that the Town would grant a three (3) metre easement at the south end of Third Street at the intersection of Third Avenue South. See attached.

5. PDF Searchable Agenda and Minutes:

All agendas will be pdf searchable from this date forward. The minutes have been searchable for some time and with the Town moving to a new web site, this change was recommended. Office Manager Kelly Janzen, Recreation Manager Mat Halcro and Town Administrator/CAO Jim Weninger had a "go to meeting" session with Municipal Account Manager Tennille Paille of All-Net Municipal Solutions on Thursday, September 20, 2018.

6. Lease Agreement between Dalmeny Bible Church and the Town of Dalmeny:

According to the minutes of the November 20, 1981 Council Meeting of the Village of Dalmeny, there was a lease agreement prepared between the parties for parking facilities on the Lot adjacent to the church, which is owned by the Town. I will request Kim Anderson of Robertson Stromberg to draft the necessary lease agreement for consideration by both parties. See attached.

7. 2020 Budget Meeting:

I would appreciate Council considering items which they would want to consider in the 2020 Budget meeting scheduled for Monday, October 1, 2018.

Jim Weninger, Town Administrator/CAO

VILLAGE OF
DALMENY

OFFICE OF
SECRETARY-TREASURER

BOX 400

DALMENY, SASK

S0K1E0

TEL. 254-2133

November 20, 1981

NOVEMBER COUNCIL NOTES

1. Bylaw regarding limiting number of dogs any person could have, was not approved by Urban Affairs.
2. The Dalmeny Community Arena Association has an overwhelming vote prior to their annual meeting to turn over ownership of the Arena to the Village. Council is requesting permission for this step from the Local Government Board in Regina. Operation of the facility would be entirely the responsibility of the Arena Committee. The Village would pay out a \$20,000.00 loan on the recent addition & would be repaid over a five year period by the Arena Association.
3. The matter of changing to town status was tabled to end of 1982.
4. Regarding Cable TV, it seems Dalmeny will not be eligible until population reaches 1200.
5. A new Fire Fighting Agreement with the R.M. OF Corman-Park was signed.
6. An amending Bylaw to the Dalmeny Municipal Development Plan was passed. This Bylaw makes minor corrections and changes only.
7. A list of the new members of the Recreation Board was presented and approved, these are as follows:

President - Don Anderson
Secretary - Harvey Nelson
Treasurer - Neil Mathews
Vice President - Rick Mills
Chairman, Parks
Committee - Doug Shanks

Members - Tom Nicholls
Brian Timmons
Bruce Richet
Jim Winder
Brian Dueck
Dale (& Joanne) Janzen

Council Rep. - Allan Sather

The Recreation Board, who put on the Fall Supper are ear-marking \$1,000.00 to the new Hall, towards Kitchen facilities.

8. 2 Readings were given to another amending Bylaw to the Dalmeny Municipal Development Plan. This Bylaw will permit subdivision of a C2 Commercial lot and the usages in the zone, and will also limit the size of auxilliary buildings and garages. The Bylaw will be advertised and should get 3rd reading sometime in December. ?

9. A lease has been prepared with the Bible Church for parking facilities on Lot adjacent to the Church; owned by the Village.

10. A farm water service has been initiated. This will be available to area farmers and will not be available if Dalmeny usage is jeopardized.

New Business "A"

Ready for
Council
Sept 21/18

Jim Weninger

From: Chad Carruthers <c.carruthers@cwce.ca>
Sent: September-21-18 9:34 AM
To: Jim Weninger
Subject: Future Path Location
Attachments: 071-089 P1 dwg.pdf

Hi Jim,

We have put together a drawing showing a possible alignment for the future pathway in the industrial park (see attached). We should focus on deciding how the path will be crossing 3rd avenue south, 2nd avenue south (east end and west end) and 1st avenue south as we will need to be giving the contractor direction on where to place the curb depressions when they extrude the curbs.

The contractor will be onsite later today to start setting string.

If you have any questions or concerns let me know.

Regards,

Chad Carruthers

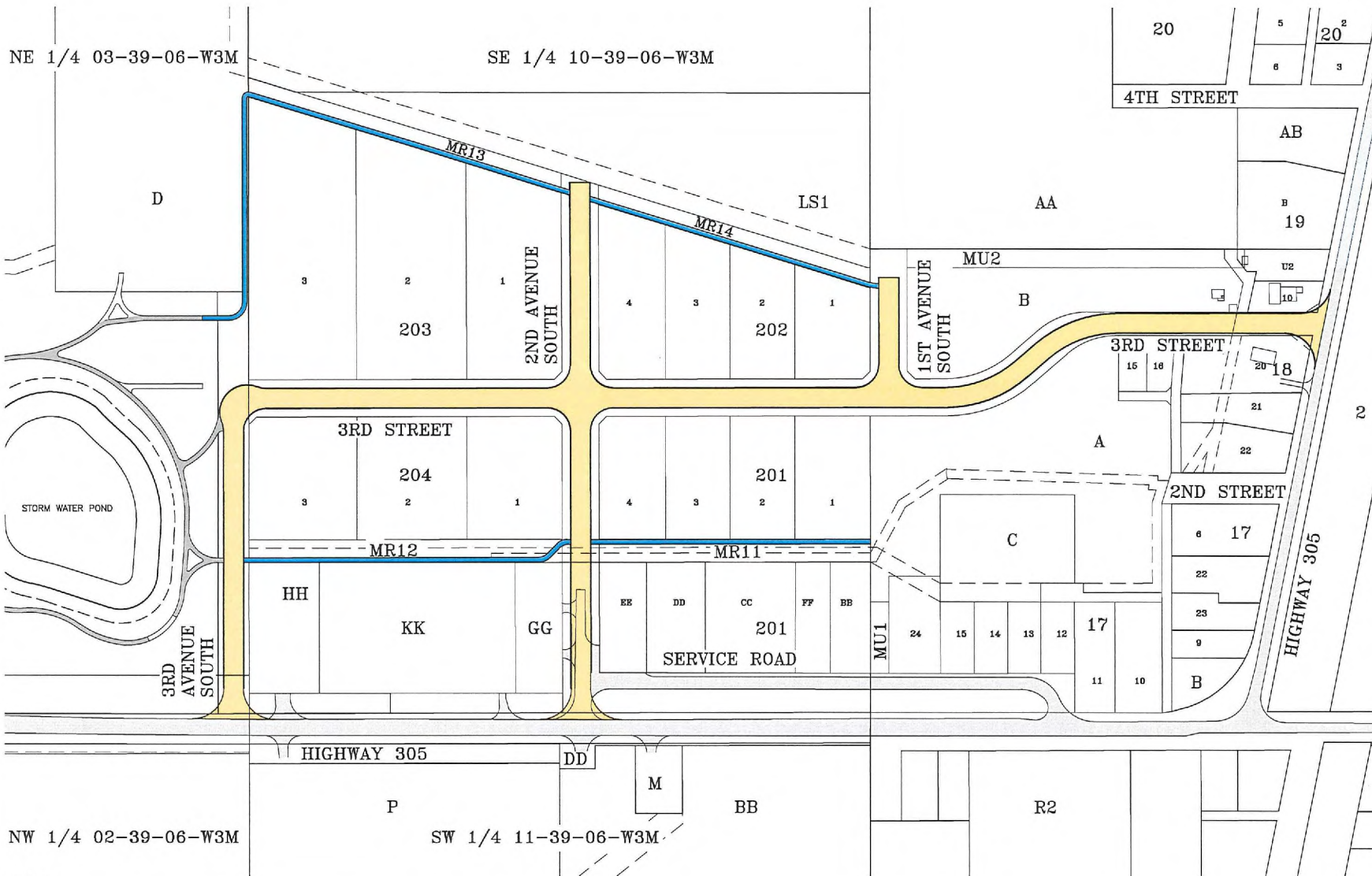
Engineering Technologist

Catterall & Wright | Consulting Engineers
1221 8th Street East, Saskatoon, SK S7H 0S5

www.cwce.ca | [Facebook](#) | [LinkedIn](#)

Office: (306) 343-7280 | Fax: (306) 956-3199

CONFIDENTIALITY NOTICE: This email was intended for a specific recipient. It may contain information that is privileged and/or confidential. If the reader is not the intended recipient, use or distribution of this information is prohibited. If you have received this communication in error, please notify the sender by telephone or return email and delete or destroy all copies of the message.



CATTERALL & WRIGHT
CONSULTING ENGINEERS
1221 - 8th Street East
SASKATOON SK S7H 0S5
Tel: (306) 343-7280, Fax: (306) 355-3159



LEGEND:

- DESIGN ROAD
- EXIST. ROAD
- DESIGN PATHWAY
- EXIST. PATHWAY
- FUTURE PATHWAY

PRELIMINARY
NOT FOR CONSTRUCTION

SCALE VERIFICATION

WHEN DRAWING IS PLOTTED FULL SIZE
THIS LINE IS DOWN IN 1/8" INCHES

DATE	REVISION

18/09/20 ISSUED FOR REVIEW

OWNER/CLIENT

TOWN OF
DALMENY

LOCATION

DALMENY, SK

PROJECT

INDUSTRIAL PARK - PHASE 1
ROAD CONSTRUCTION

SHEET TITLE

PATHWAY SITE PLAN

SCALE

1:2500

DRAWN

ERL

DATE

18/09/20

DRAWING NUMBER

071-089 P1

DESIGNED

CC

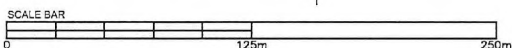
CHECKED

CRB

SHEET

1 of 2

071-089 P1





CATTERALL & WRIGHT
CONSULTING ENGINEERS
1221 - 8th Street East
SASKATOON SK S7H 0B5
Tel: (306) 343-7280, Fax: (306) 596-3199



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE VERIFICATION
WHEN DRAWING IS PLOTTED FULL SIZE
THIS LINE IS 30mm IN LENGTH.

DATE	REVISION

18/09/20 ISSUED FOR REVIEW
OWNER/CLIENT

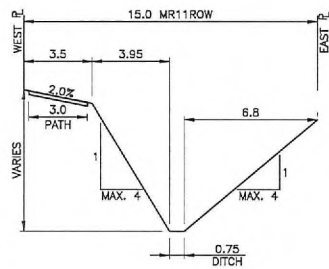
TOWN OF
DALMENY

LOCATION
DALMENY, SK

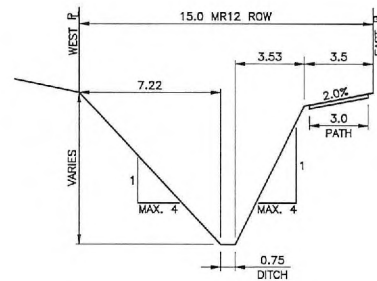
PROJECT
INDUSTRIAL PARK - PHASE 1
ROAD CONSTRUCTION

SHEET TITLE
MR SECTIONS

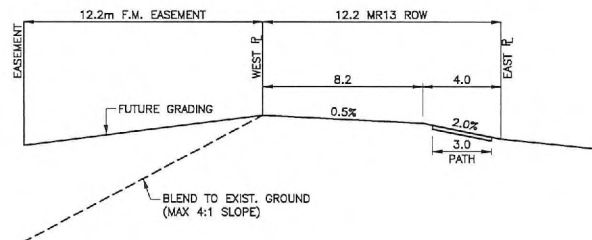
SCALE	AS SHOWN	DESIGNED	CC
DRAWN	ERL	CHECKED	CRB
DATE	18/09/20	SHEET	2 of 2
DRAWING NUMBER	071-089 P2		



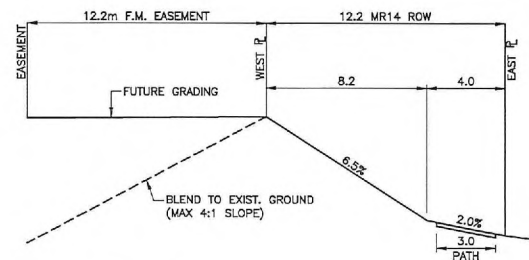
MR11 SECTION
SCALE: NTS



MR12 SECTION
SCALE: NTS



MR13 SECTION
SCALE: NTS



MR14 SECTION
SCALE: NTS

New Business "B"

*Ready for
Collection
Sept 21/18*



**Saskatchewan
Health Authority**

Environmental Public Health Department
Population and Public Health
101 - 310 Idylwyld Drive North
Saskatoon, SK S7L 0Z2
P: 306-655-4605 | F: 306-655-4699

REGISTERED MAIL

September 14, 2018

Orville Dunlop
416 Highway 305 South
Box 836
Dalmeny, SK S0K 1E0

Dear Mr. Dunlop:

**RE: Onsite Wastewater Disposal System: Jet Disposal/Open Discharge
Lot CC, Block 201, Plan 79-S-48873
Corman Park – RM 344**

An inspection of the onsite wastewater disposal system serving the above-noted dwelling, of which you are the assessed owner, was carried out by Patricia Tymiak, Public Health Inspector on September 5, 2018 in response to a complaint received by this office.

Please be advised of the following concerns we have regarding your onsite wastewater system:

1. A jet disposal system is not approved within the limits of a town as outlined in the Saskatchewan Onsite Wastewater Disposal Guide (2009).

At this time a Health Hazard does not appear to be present. If at any point your system represents a Health Hazard as defined under the Public Health Act we may proceed with enforcement.

We would encourage you to do the following:

1. Disconnect the discharge line from the septic tank located on your property.
2. Repair/replace your onsite sewage system. A sewage disposal permit application is required from Public Health.
3. Empty the contents of your tank on a regular basis using a qualified sewage hauler.

In the event any nuisance is created in the operations of this system, that is not a health hazard, the local municipality may choose to address this through the Municipalities Act. This letter will be referred to them RM for their records.

At any point the septic system is altered know that the sewage systems shall be permitted, inspected and approved by this department. Permit applications and related information can be found on our website at www.saskatoonhealthregion.ca (search: sewage).

Sincerely,



Brent Latimer
Supervisor, Environmental Public Health

BL/lh

cc: File
PHI

Jim Weninger, Town Administrator, Town of Dalmeny

TOWN OF DALMENY

BYLAW NO. 13-2018

**A BYLAW TO PROVIDE FOR THE TOWN OF DALMENY TO ENTER INTO AN
AGREEMENT WITH MULTI-MATERIAL STEWARDSHIP WESTERN INC.**

The Council of the Town of Dalmeny in the Province of Saskatchewan enacts as follows:

1. The Town of Dalmeny is hereby authorized to enter into a Service Agreement with Multi-Material Stewardship Western Inc. as it pertains to the Collection and Recycling of Packaging and Paper in Saskatchewan.
2. The Service Agreement is attached hereto and forms a part of this bylaw, and is identified as Schedule "A".
3. The Mayor and the Chief Administrative Officer are hereby authorized to sign and execute the Service Agreement described as Schedule "A".
4. This Bylaw shall come into force and take effect upon the date of final passing thereof.

Mayor

(S E A L)

Chief Administrative Officer

SERVICES AGREEMENT

TO: Multi-Material Stewardship Western Inc., a not-for-profit agency incorporated under the *Non-profit Corporations Act, 1995* (Saskatchewan) ("**MMSW**")

By execution and delivery of this Agreement, the undersigned municipality, First Nation or Regional Waste Authority (the "**Contractor**") hereby offers to provide the Services upon and subject to the terms and conditions set forth in "Terms and Conditions" attached hereto as Schedule "A" (collectively with this cover page and the appendices to Schedule "A", this "**Agreement**"). Capitalized terms used but not otherwise defined on this face page shall have the meanings ascribed thereto in Schedule "A".

If you wish to enter into this Agreement, please complete and execute this cover page and deliver a fully executed copy of this Agreement to MMSW:

- a) if by email, to info@multimaterialsw.ca
- b) if by facsimile, to 306-546-0478

Please confirm that (a) Appendix 1 contains a complete and accurate list of each municipality or First Nation that the Contractor is authorized to represent in respect of this Agreement and (b) all other information in Appendix 1 is complete and accurate.

Please confirm that the information in Appendix 4 and Appendix 5 is complete and accurate.

Name of Contractor:	Town of Dalmeny
Address:	Box 400, Dalmeny, SK, S0K 1E0
Contact Person:	
Email Address of Contact Person:	
Phone # of Contact Person:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	
Signature of Authorized Signatory:	
Date:	

To be completed by MMSW

Payment Contract #: 4801220264

Reporting Contract #: 4700001663

Subject to MMSW's acceptance of the Contractor's offer to provide the Services upon and subject to the terms and conditions set forth in "Terms and Conditions" attached hereto as Schedule "A" by delivery of a fully executed copy of this Agreement to the Contractor at the email address or facsimile number set forth above, this Agreement shall be legally effective and binding upon MMSW and the Contractor as of the Effective Date.

ACCEPTANCE: MMSW hereby accepts the offer of the Contractor to provide the Services upon and subject to the terms and conditions set forth in "Terms and Conditions" attached hereto as Schedule "A".

Dated as of _____ (the "**Effective Date**")

MULTI-MATERIAL STEWARDSHIP WESTERN INC.

By: _____
Tamara Burns
SVP Western Operations

Schedule "A"
Terms and Conditions

WHEREAS:

- A. MMSW represents companies and organizations (the "**Stewards**") that supply products in packaging and paper to residents of Saskatchewan and who have joined MMSW as members to discharge their regulatory obligations;
- B. Pursuant to the *Household Packaging and Paper Stewardship Program Regulations* (the "**Regulations**"), enacted under the authority of the *Environmental Management and Protection Act, 2010* (Saskatchewan), the Stewards have certain obligations with respect to the collection and recycling of packaging and paper in Saskatchewan;
- C. MMSW has developed the Waste Packaging and Paper Stewardship Plan (the "**Stewardship Plan**"), as revised by MMSW on September 24, 2015 and as may be further revised from time to time, in order to assist the Stewards with the discharge of their obligations under the Regulations;
- D. Whereas the Saskatchewan Ministry of Environment approved the Stewardship Plan on October 14, 2015; and
- E. In connection with the implementation of the Stewardship Plan, MMSW wishes to engage the Contractor to provide the Services upon and subject to the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMSW and the Contractor agree as follows:

SECTION 1: DEFINITIONS

1.1 Definitions. In this Agreement, the following terms will have the following meanings:

"**Agreement**" has the meaning set out on the cover page of this Agreement.

"**Applicable Law**" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"**Confidential Information**" means information of or relating to a party (the "**Disclosing Party**") and its business and affairs disclosed by or on behalf of the Disclosing Party to the other party (the "**Receiving Party**"), whether in oral, written, graphic, electronic or any other form or medium, which the Disclosing Party designates as confidential or should reasonably be considered to be confidential; provided, however, that "Confidential Information" does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party.

"**Contractor**" has the meaning set out on the cover page of this Agreement.

“Curbside Household” means a household in the Service Area that receives curbside or multi-family building WPP collection services from the Contractor.

“Depot” means depots operated by or on behalf of the Contractor which accept and recycle Residential WPP.

“Depot Only Household” means a household in the Service Area that: (i) does not receive curbside or multi-family building WPP collection services from the Contractor; and (ii) satisfies the other requirements of a Depot Only Household set forth in the Stewardship Plan (including without limitation the requirement that the household is located within a 45 minute drive of a Depot).

“Dispute” has the meaning set out in Section 11.1 of this Agreement.

“Effective Date” has the meaning set out on the cover page of this Agreement.

“Industrial, Commercial and Institutional” or “ICI” means industrial facilities including but not limited to warehouses, distribution centres, manufacturing facilities; commercial facilities including but not limited to retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure activities (e.g. ski resorts); and institutional facilities including but not limited to schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“ICI Locations” means ICI Locations that receive WPP collection services from the Contractor.

“ICI WPP” means WPP collected from ICI Locations.

“MMSW” has the meaning set out on the cover page of this Agreement.

“MMSW Policies and Procedures” means the “Collector and Processor Policies and Procedures” attached as Appendix 2, as amended by MMSW from time-to-time.

“Notice of Delegation” has the meaning set out in Section 4.1 of this Agreement.

“Recycling End Market” means a brokerage or other end market where Residential WPP collected pursuant to this Agreement is delivered and processed into recycled materials.

“Regulations” has the meaning set out on the first page of Schedule “A” of this Agreement.

“Reports” means the written reports and other information required to be delivered by the Contractor pursuant to and in accordance with the terms of this Agreement, including without limitation the reports specified under in Appendix 3.

“Representatives” has the meaning set out in Section 10.1 of this Agreement.

“Residential WPP” means WPP collected from (i) single-family dwellings inhabited year round or seasonally (excluding vacation facilities such as hotels, motels, cottages and cabins which are considered commercial operations) and (ii) multi-family dwellings, including rental, cooperative, fractional ownership, time-share, condominium (excluding vacation facilities, such as rental, cooperative, fractional ownership, time-share, condominium accommodation associated with sports and leisure facilities (e.g. ski resorts) which are considered commercial operations) and seniors residences (excluding residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices, which are considered institutions) in each case, excluding for the avoidance of doubt, ICI WPP.

"Residue" means WPP that remains from sorting (including quality control) and processing of WPP received (including picked-up) from Serviced Households that is not directed to recycling or recovery and non-WPP.

"Service Area" means the area under (i) the jurisdiction of the Contractor or (ii) if the Contractor is a Regional Waste Authority, the jurisdiction of each municipality listed in Appendix 1.

"Serviced Households" means, at any time, all Curbside Households and Depot Only Households.

"Services" means the collection of Residential WPP from Curbside Households in the Service Area, the operation of Depots in the Service Area, any related activities required to be performed in connection therewith, including without limitation receiving, classifying, packing, storing, weighing, transporting and processing WPP pursuant to and in accordance with the terms and conditions of this Agreement, and any other obligations required to be performed pursuant to this Agreement, including delivering to MMSW all Reports required to be delivered to MMSW pursuant to Section 7.2 of this Agreement.

"Stewards" has the meaning set out on the first page of Schedule "A" of this Agreement.

"Stewardship Plan" has the meaning set out on the first page of Schedule "A" of this Agreement.

"Sub-Contractor" means a waste management or utility company that provides the Services on behalf of the Contractor.

"Term" has the meaning set out in Section 3.1 of this Agreement.

"Work Product" means the deliverables to be created or delivered by the Contractor to MMSW pursuant to this Agreement, including any Reports or other data, records and reports that have been prepared, created, written or recorded in performance of the Services of this Agreement.

"WPP" means waste packaging and paper, as defined in the Regulations and Stewardship Plan.

1.2 Appendices. As of the Effective Date, the following Appendices form part of this Agreement:

<u>Appendix</u>	<u>Description</u>
Appendix 1	– Service Area Information
Appendix 2	– MMSW Policies and Procedures
Appendix 3	– Reporting
Appendix 4	– Payment
Appendix 5	– Notice of Delegation

SECTION 2: REPRESENTATIONS AND WARRANTIES

2.1 MMSW Representations and Warranties. MMSW represents and warrants to the Contractor that:

- (a) it has full power, authority and right to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with its terms; and

- (b) this Agreement has been validly executed by an authorized representative of MMSW and constitutes a valid and legally binding obligation of MMSW.
- 2.2 Contractor Representations and Warranties. The Contractor represents, warrants and covenants to MMSW that:
 - (a) it has full power, authority and right to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with its terms;
 - (b) this Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of the Contractor; and
 - (c) if the Contractor is a Regional Waste Authority, the Contractor has the authority to enter into this Agreement and perform its obligations hereunder for and on behalf of each municipality listed on Appendix 1 and will provide such evidence of such authority as MMSW may reasonably request from time to time.

SECTION 3: TERM

- 3.1 Duration. The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until termination of this Agreement in accordance with its terms.
- 3.2 Termination for Convenience. Either party may, at any time and without cause, terminate this Agreement for convenience upon giving the other party 30 days prior written notice (or such shorter amount of notice if agreed in writing).
- 3.3 Termination by MMSW for Cause. MMSW may terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to the Contractor in the event that:
 - (a) the Contractor commits a material breach of this Agreement and does not cure such breach within 30 days of receipt of notice thereof from MMSW;
 - (b) the Contractor fails to provide all or a material portion of the Services for a consecutive period of more than 14 days; or
 - (c) the performance by the Contractor of the Services creates a hazard to public health or safety or to the environment.
- 3.4 Termination by the Contractor for Cause. The Contractor may terminate this Agreement:
 - (a) by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to MMSW in the event that MMSW fails to pay undisputed fees as they become due to the Contractor and MMSW does not cure such non-payment within 60 days of receipt of notice thereof from the Contractor; or
 - (b) by providing written notice of such termination, effective 14 days after delivery of such written notice or at such other time set out in the notice of termination, in the event that the Contractor disagrees with any adjustment to the amount of fees payable to the Contractor under this Agreement made pursuant to Appendix 4 of this Agreement.
- 3.5 Change in Applicable Law. MMSW may terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to the Contractor in the event there is a change to Applicable Law (including the Regulations), or

any new plan (whether submitted by MMSW or any other person) is approved under the Regulations, that has a material impact on the rights and obligations of the parties hereto or the performance of the Services.

SECTION 4: SUB-CONTRACTOR

4.1 Subject to MMSW's approval, the Contractor shall be permitted to delegate its responsibility to perform the Services to a Sub-Contractor. The Contractor shall make a request to delegate its responsibility to perform all or some of the Services by delivering to MMSW a duly completed and signed "Notice of Delegation" in the form attached hereto as Appendix 5 (the "**Notice of Delegation**") and such other information as MMSW may reasonably request (including without limitation evidence that the proposed Sub-Contractor has the ability, and has agreed, to perform such Services in accordance with the terms hereof). Without limiting the generality of the foregoing, the Notice of Delegation will:

- (a) specify whether the responsibilities to be delegated to the Sub-Contractor include the responsibility to deliver the Reports the Contractor is otherwise required to deliver to MMSW pursuant to the terms of this Agreement; and
- (b) include a representation and warranty that the Sub-Contractor has the ability, and has agreed in writing, to perform the Services delegated to the Sub-Contractor in accordance with the terms hereof.

MMSW shall confirm that the Sub-Contractor proposed by the Contractor is acceptable to MMSW by returning to the Contractor a counter-signed copy of such Notice of Delegation.

4.2 In the event that the Contractor delegates its responsibility to perform the Services to a Sub-Contractor pursuant to Section 4.1 of this Agreement:

- (a) the Contractor shall use reasonable best efforts (including through appropriate supervision and inspection) to cause the Sub-Contractor to perform the Services delegated to the Sub-Contractor in accordance with the terms hereof; and
- (b) the Contractor shall remain the sole contact for MMSW; and
- (c) the Contractor shall remain solely liable to MMSW for the performance or non-performance of the Services or any breach of this Agreement and, for the avoidance of doubt, any failure of the Sub-Contractor to perform the Services delegated to the Sub-Contractor shall constitute a breach of such obligation by the Contractor.

SECTION 5: CONTRACTOR OBLIGATIONS

5.1 Performance. Beginning on the Effective Date, the Contractor will perform the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and industry standards, practices and methods, in a timely manner and in accordance with the terms and conditions of this Agreement, having regard for the concerns, needs, and interests of residents and the environment. Without limiting the generality of the foregoing, the Contractor shall adopt and implement a recycling program acceptable to MMSW which ensures that all or substantially all of the Residential WPP collected by the Contractor pursuant to this Agreement is delivered to a Recycling End-Market following collection.

5.2 Compliance with MMSW Policies and Procedures. The Contractor will comply at all times with the MMSW Policies and Procedures.

- 5.3 Compliance with Applicable Law. The Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Law (including, without limitation, holding all permits, certificates and licenses required by Applicable Law for the performance of the Services).
- 5.4 Spillage. The Contractor will use its best efforts not to spill or discharge any WPP, liquid waste or oil during the performance of the Services. Any spillage or discharge of WPP, liquid waste or oil that occurs during the performance of the Services will be immediately cleaned up and removed by the Contractor at its sole cost and expense. The Contractor will keep accurate records of each material spillage or discharge of WPP, liquid waste or oil and will make such records available to MMSW on request. The Contractor acknowledges and agrees that it is solely responsible for any violations of Applicable Law that may result from any spillage or discharge of WPP, liquid waste or oil.
- 5.5 Employment and Training. The Contractor shall use commercially reasonable efforts to deliver the Services in a manner that utilizes persons, bodies or other entities that provide employment and training to persons with disabilities.

SECTION 6: MMSW OBLIGATIONS

- 6.1 Payments for Services.
- (a) Subject to adjustment in accordance with Section 6.1(b), in consideration for the Services, MMSW will make the payments to the Contractor (or, if applicable, the Sub-Contractor) specified in Appendix 4.
 - (b) Once every two years or with such other frequency as MMSW may in its sole discretion consider appropriate, the amount paid to the Contractor for the performance of the Services will be reviewed and, if MMSW considers it appropriate, adjusted by MMSW in accordance with Section 4.4.5 of the Stewardship Plan.
- 6.2 Fee Exclusion. For the avoidance of doubt, MMSW shall not be required to make any payments to the Contractor in consideration for the Services except for payments made pursuant to Section 6.1 of this Agreement. Without limiting the generality of the foregoing, MMSW shall not make any payments to the Contractor for expenses, costs of travel, personnel, fuel, equipment, or facilities relating to the performance of the Services or this Agreement.
- 6.3 Electronic Funds Transfer. MMSW will make payments to the Contractor via electronic funds transfer to a bank account specified by the Contractor in writing. If the Contractor has appointed a Sub-Contractor pursuant to Section 4.1 of this Agreement, the Notice of Delegation shall specify whether MMSW shall direct payments directly to the Sub-Contractor via electronic funds transfer to a bank account specified by the Sub-Contractor in writing.
- 6.4 Suspension of Payment. Without prejudice to its right to terminate this Agreement pursuant to Section 3.3 of this Agreement, MMSW may suspend or withhold payment to the Contractor in the event that the Contractor fails to comply with the MMSW Policies and Procedures or any other term of this Agreement, including without limitation its reporting obligations under Section 7 of this Agreement, and fails to cure such non-compliance within 30 days.

SECTION 7: REPORTING AND AUDIT

- 7.1 Record Keeping. During the Term and for three years thereafter (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, the Contractor will keep and maintain complete and accurate data, records, and documents relating to the performance of the Services and compliance with the Contractor's obligations under this Agreement.

7.2 Reporting.

- (a) During the term, the Contractor will provide MMSW with:
 - (i) all reports and other information set forth in Appendix 3;
 - (ii) such reports or information with respect to performance of the Services as MMSW may reasonably request in order to monitor compliance by the Contractor with its obligations hereunder;
 - (iii) such reports or information as MMSW may reasonably request in order to determine the amount of Residential WPP and ICI WPP collected by the Contractor from Curbside Households or at Depots in the Service Area; and:
 - A. For purposes of determining the total tonnes of Residential WPP collected from Curbside Households (including without limitation for the purpose of complying with its reporting obligations to the Saskatchewan Ministry of Environment under Applicable Law), the amount of Residential WPP collected will be determined on a proportionate basis based on (x) the number of ICI Locations in the Service Area as a percentage of (y) the aggregate number of Curbside Households and ICI Locations in the Service Area. The Contractor must provide complete and accurate information to MMSW with respect to the number of Curbside Households and ICI Locations in the Service Area; and
 - B. For purposes of determining the amount of Residential WPP collected at Depots (including without limitation for the purpose of complying with its reporting obligations to the Saskatchewan Ministry of Environment or under Applicable Law), the parties shall assume that 20% of WPP collected from Depots is ICI WPP; provided, however, that MMSW may adopt a different methodology for determining the amount of Residential WPP collected at a particular Depot if it determines, acting reasonably, that the amount of ICI WPP collected at a particular Depot is more or less than 20% of WPP collected from such Depot. In addition, the Contractor may apply to have the ICI Amount for a particular depot adjusted if the Contractor:
 - (1) adopts policies consistent with Appendix C of the Stewardship Plan to ensure that WPP from ICI sources is not collected at the applicable depot and provides supporting documentation to MMSW with respect to the implementation and enforcement of such policies; or
 - (2) provides evidence in accordance with Appendix C of the Stewardship Plan that less than 20% of WPP collected at the applicable depot is from ICI sources.
 - (iv) such reports or information as MMSW may reasonably request in order to comply with its reporting obligations to the Saskatchewan Ministry of Environment or under Applicable Law.
- (b) The Contractor will provide to MMSW such emissions data as MMSW may reasonably require in order to comply with its obligation to track and measure greenhouse gas emissions associated with the collection and recycling of WPP by the Contractor pursuant to Section 4.6.2 of the Stewardship Plan.

7.3 Audit.

- (a) During the Term, MMSW (or its audit representative) will have the right, upon reasonable prior written notice to the Contractor, to audit and inspect any site, vehicle or equipment used by the Contractor (or, if applicable, the Sub-Contractor) to provide the Services and any data, records, documentation and other information of the Contractor (or, if applicable, the Sub-Contractor) relating to this Agreement or the performance of the Services hereunder, in each case in order to monitor compliance by the Contractor with its obligations hereunder or to verify the amount of Residential WPP collected by the Contractor or otherwise comply with its reporting obligations to the Saskatchewan Ministry of Environment or under Applicable Law.
- (b) Without limiting any other audit right, during the Term, MMSW (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed or otherwise handled under this Agreement at any stage of the Services and regardless of the location of such materials.
- (c) The Contractor will co-operate with and provide to MMSW (or its audit representative) such reasonable assistance as MMSW (or its audit representative) requires in order to exercise the audit rights set out in this Section 7.3. If the Contractor has appointed a Sub-Contractor pursuant to Section 4.1 of this Agreement, the Contractor will ensure that the Sub-Contractor provides MMSW (or its audit representative) such reasonable assistance as MMSW (or its audit representative) requires in order to exercise the audit rights set out in this Section 7.3.

SECTION 8: INDEMNITY

- 8.1 Indemnity. The Contractor will indemnify and save harmless MMSW and its affiliates, and its and their respective directors, officers, contractors, employees, volunteers and agents, from and against any and all manner of actions or causes of action, damages, costs, losses or expenses of whatever kind which may directly or indirectly result or arise out of any act or omission of the Contractor, or any of its contractors, employees, volunteers and agents, in relation to this Agreement or the performance of the Services, including without limitation any loss of life, personal injury and/or damage to property or the environment in any way related to the performance or non-performance of the Services.

SECTION 9: PROPRIETARY RIGHTS

- 9.1 Collected WPP. Except as otherwise agreed to by the parties in writing, all WPP collected by the Contractor will belong to the Contractor from the time of collection.
- 9.2 Work Product. Except as otherwise agreed to by the parties in writing, the Work Product delivered to MMSW pursuant to and in accordance with this Agreement will be owned by MMSW and may be used by MMSW for any purpose.

SECTION 10: CONFIDENTIALITY

- 10.1 Confidentiality. The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party (the "**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for the Receiving Party to exercise its rights or perform its

obligations under this Agreement; and (iv) be responsible for any breach of this Agreement by any of its Representatives.

- 10.2 Legal Requirement. Notwithstanding Section 10.1 of this Agreement, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law.

SECTION 11: DISPUTE RESOLUTION

- 11.1 Disputes. Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with, this Agreement (a "**Dispute**"), between MMSW and the Contractor will be addressed as follows:

- (a) Senior representatives of the parties will attempt in good faith to resolve the Dispute within 15 days after the Dispute first arises or such longer period as the parties may otherwise agree.
- (b) If the Dispute is not resolved pursuant to clause (a) within 15 days after the Dispute first arises, the parties will attempt in good faith to resolve the dispute with the assistance of a third party facilitator within a further 15 days or such longer period as the parties may otherwise agree. The third-party facilitator will be jointly selected by the parties acting reasonably.
- (c) If the Dispute is not resolved pursuant to clause (b) within such further 15 day period, either party may escalate the Dispute to non-binding third party mediation within a further 60 day or such longer period as the parties may otherwise agree. The mediation will take place at a time and place mutually agreed upon by the parties and will be led by a third party mediator jointly selected by the parties acting reasonably. If the parties cannot agree upon a third party mediator, the third party mediator will be selected by MMSW in its sole discretion.
- (d) If the Dispute is not resolved pursuant to clause (c) within such further 60 day period, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against MMSW and the Contractor, as the case may be. The arbitration will take place at a time and place mutually agreed upon by the parties and will be led by an arbitrator jointly selected by the parties acting reasonably. If the parties cannot agree upon an arbitrator, the arbitrator will be determined pursuant to *The Arbitration Act, 1992* (Saskatchewan), as amended.

Notwithstanding anything to the contrary in this Section 11.1, either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief and each party hereby attorns to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan for such a purpose.

SECTION 12: GENERAL PROVISIONS

- 12.1 Assignment. This Agreement may not be assigned by either party, in whole or in part, without the other party's prior written consent, except that MMSW may assign this Agreement without the Contractor's consent to: (a) a person with an approved plan under the Regulations; (b) a person who otherwise has obligations similar to those of MMSW; or (c) a successor to MMSW under a

corporate reorganization of MMSW. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void.

- 12.2 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.
- 12.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
- 12.4 Notices. All notices, requests or demands made pursuant to this Agreement will be made in writing, in the English language, and will be deemed duly given: (i) when delivered by hand; (ii) when sent by facsimile or e-mail; (iii) on the designated day of delivery, when delivered by express overnight courier with a reliable system for tracking delivery; or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid. Notices, requests or demands shall be delivered to the Contractor in accordance with the information set forth on the cover page. Notices, requests or demands shall be delivered to MMSW at:
- Multi-Material Stewardship Western Inc.
321 – 4th Avenue North (Lower Level)
Saskatoon, Saskatchewan, S7K 2L8
- Attn: Director, Field Services
- Email: info@multimaterialsw.ca
Fax: 306-546-0478
- 12.5 Waiver. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any right hereunder, will not act as a waiver of any right, promise or term, which will continue in full force and effect.
- 12.6 Amendment. This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties (it being understood, for the avoidance of doubt, that the Stewardship Plan or the MMSW Policies and Procedures may be amended at any time by MMSW, subject to receipt of any required governmental approvals).
- 12.7 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written (including, if applicable, any prior services agreement between the Contractor and MMSW). There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement.
- 12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

Service Area Information

Tamara Burns
SVP Western Operations

Appendix 2

MMSW Policies and Procedures

Policies and Procedures for Household Collection Services

The Contractor shall ensure that:

- WPP in the following categories is collected from residents in the Service Area:
 - Packaging as defined in Clause 2(1)(e) of *The Household Packaging and Paper Stewardship Program Regulations* supplied by MMSW Members; and
 - Paper as defined in Clause 2(1)(f) of *The Household Packaging and Paper Stewardship Program Regulations* supplied by MMSW Members.
- Packaging that contains hazardous or special waste is not accepted in the WPP collection system.
- Residents are informed that items that are not packaging or paper are not accepted in the WPP collection system and collectors ensure that these items do not represent more than 3% of the WPP collected by the Contractor from Curbside Households.
- All collected Residential WPP is accounted for under the WPP program and may not be directed for separate management outside of the WPP product management program.
- WPP is collected and stored in a manner that maximizes material quality and commodity revenue.
- WPP collection occurs on a regular schedule on the same day and as close to a consistent time as possible.
- Collection containers provided to residents provide sufficient volume to accommodate generation within the context of collection frequency and shall not limit participation and WPP capture.
- Limits are not placed on the volume of WPP accepted from residents, except in the case where the WPP is considered to be ICI WPP.
- Residents receive uninterrupted collection service with the exception of statutory holidays.
- Residents are regularly informed about how to participate in the collection service.
- WPP collection services are delivered in a manner that contributes to a positive view of WPP recycling and encourages continued participation by residents.
- Collection vehicles
 - Are maintained in a satisfactory condition and have appropriate safety markings in accordance with current statutes, rules and regulations.
 - Are operated in compliance with all rules of the road including weight-related laws and regulations, such as axle bridging and loading requirements.
 - Are operated in compliance with applicable federal, provincial, local government laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over any aspect of the collection of WPP.
 - Are permitted as required by local, provincial or federal governments or any other regulatory body required in order to collect WPP.
 - Are operated in compliance with all environmental standards and regulations including local government noise bylaws.
 - Are operated in compliance with the *Workers Compensation Act, 2013* (Saskatchewan) and all worker health and safety requirements and shall provide a safe working environment.
 - Are operated with the following insurance coverage:
 - Automobile liability insurance coverage with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident;
 - Commercial general liability insurance coverage with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate;

- Workers Compensation coverage as required by the *Workers Compensation Act, 2013* (Saskatchewan); and
- Pollution liability insurance with limits no less than \$3,000,000 each occurrence and \$3,000,000 annual aggregate.

Policies and Procedures for Depot Collection Services

The Contractor shall ensure:

- WPP in the following categories is accepted from residents:
 - Packaging as defined in Clause 2(1)(e) of *The Household Packaging and Paper Stewardship Program Regulations* supplied by MMSW Members; and
 - Paper as defined in Clause 2(1)(f) of *The Household Packaging and Paper Stewardship Program Regulations* supplied by MMSW Members.
- ICI WPP is kept separate from Residential WPP and is not included in tonnes of WPP reported under the product management program.
- Packaging that contains hazardous or special waste is not accepted in the WPP collection system.
- Residents are informed that items that are not packaging or paper are not accepted in the WPP collection system and collectors ensure that these items do not represent more than 3% of the WPP collected by the Contractor at Depots.
- All collected Residential WPP is accounted for under the WPP program and may not be directed for separate management outside of the WPP product management program.
- WPP is collected and stored in a manner that maximizes material quality and commodity revenue.
- Limits are not placed on the volume of WPP accepted from residents, except in the case where the WPP is considered to be ICI WPP.
- Residents are regularly informed about how to utilize the depot collection service.
- WPP depot collection services are delivered in a manner that contributes to a positive view of WPP recycling and encourages continued participation by residents.
- Depots:
 - Are maintained in a satisfactory condition and have appropriate safety signage in accordance with current statutes, rules and regulations.
 - Are operated in compliance with applicable federal, provincial, local government laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over any aspect of the collection of WPP.
 - Are permitted as required by local, provincial or federal governments or any other regulatory body required in order to collect WPP.
 - Are operated in compliance with all environmental standards and regulations including local government noise bylaws.
 - Are operated in compliance with the *Workers Compensation Act, 2013* (Saskatchewan) and all worker health and safety requirements and shall provide a safe working environment.
 - Are operated with the following insurance coverage:
 - Commercial general liability insurance coverage with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate;
 - Workers Compensation coverage as required by the *Workers Compensation Act, 2013* (Saskatchewan); and
 - Pollution liability insurance with limits no less than \$3,000,000 each occurrence and \$3,000,000 annual aggregate.

Policies and Procedures for Processing Services

The Contractor shall ensure:

- All collected Residential WPP is accounted for under the WPP program and WPP may not be directed for separate management outside of the WPP product management program.
- WPP is received and stored in a manner that maximizes material quality.
- WPP is processed and marketed in a timely, efficient and diligent manner.
- WPP is processed to meet Recycling End-Market specifications, maximize the quantity of WPP shipped to Recycling End-Markets and minimize the quantity of Residue requiring disposal.
- The quantity of Residential WPP collected by the Contractor which is directed to disposal does not represent more than 10% of such Residential WPP including Residue.
- WPP is marketed to Recycling End-Markets to maximize commodity revenue received.
- Non-WPP received and Residue from processing WPP are disposed in a facility that is operated in compliance with applicable provincial, local government laws, statutes, rules, regulations or ordinances.
- WPP processing services are delivered in a manner that utilizes persons, bodies or other entities that provide employment and training to persons with disability and operate efficient and effective programs where this is determined to be practical, effective, efficient and without risk to the persons involved or other processing staff.
- Processing facilities
 - Are maintained in a satisfactory condition and have appropriate safety signage in accordance with current statutes, rules and regulations.
 - Are operated in compliance with applicable federal, provincial, local government laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over any aspect of the collection of WPP.
 - Are permitted as required by local, provincial or federal governments or any other regulatory body required in order to collect WPP.
 - Are operated in compliance with all environmental standards and regulations including local government noise bylaws.
 - Are operated in compliance with the *Workers Compensation Act, 2013* (Saskatchewan) and all worker health and safety requirements and shall provide a safe working environment.
 - Are operated with the following insurance coverage:
 - Commercial general liability insurance coverage with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate;
 - Workers Compensation coverage as required by the *Workers Compensation Act, 2013* (Saskatchewan); and
 - Pollution liability insurance with limits no less than \$3,000,000 each occurrence and \$3,000,000 annual aggregate.

Appendix 3

Reporting

The Contractor shall report¹ the following information to MMSW. All such information shall be complete and accurate, and shall include such supporting documentation as MMSW may reasonably request from time-to-time.

Annual Information

- The following information no later than June 30 of each calendar year:
 - The number of Curbside Households in the Service Area.
 - The number of Depot Only Households in the Service Area.
 - The population of the Service Area (or, if the Contractor is a Regional Waste Authority, each municipality or other region in the Service Area).
 - The number of WPP material streams collected and the types of packaging and paper included in each stream (i) collected from Curbside Households and (ii) accepted at depots.
 - The number of ICI Locations in the Service Area (or, if the Contractor is a Regional Waste Authority, each municipality or other region in the Service Area).
 - Frequency of collection service provided and type of set-out container used by residents.
 - Locations of depots accepting Residential WPP.

Quarterly Information

- The following information within 30 calendar days following the end of each calendar quarter:
 - Tonnes² of Residential WPP (for each stream) collected from Curbside Households (or, if the Contractor is a Regional Waste Authority, each municipality or other region in the Service Area).
 - Tonnes³ of Residential WPP (for each stream) received at each Depot.
 - Tonnes⁴ of Residential WPP shipped to Recycling End-Markets by (i) type of packaging and type of paper and (ii) Recycling End-Market.⁵
 - Tonnes⁶ of Residential WPP which are not accepted at Recycling End-Markets due to issues of poor or unacceptable commodity quality (i.e. contamination, dampness, etc.), including the reason such WPP was not accepted.
 - Amount of money received by the Contractor from the sale of Residential WPP shipped to Recycling End-Markets (by type of packaging and type of paper).

General

The Contractor will promptly communicate any significant or material changes to its WPP collection program to MMSW.

¹ All information reported by the Contractor is subject to review by MMSW's accountant (in addition to the information described in Section 4.4.5 of the Stewardship Plan) if the municipality is selected as a representative municipality for the municipal group of which it is part.

² Based on weigh scale tickets. Estimates and projections are not acceptable.

³ Based on weigh scale tickets. Estimates and projections are not acceptable.

⁴ Based on weigh scale tickets. Estimates and projections are not acceptable.

⁵ Recycling End-Market information will be considered confidential.

⁶ Based on weigh scale tickets. Estimates and projections are not acceptable.

Appendix 4

Payment

1. In consideration for providing the Services, MMSW will pay the Contractor (or, if applicable, the Sub-Contractor):

- (a) The selected (as indicated by an x in the associated check box) annual amount in the table below *times* the Collection Type indicated as set forth on Appendix 1 (as updated from time-to-time in accordance with this Appendix 4).

	Collection Type	Annual Payment by Collection Type
	Depot Only Household collection	\$15.00
x	Curbside Household collection	\$25.00
	Curbside Household with supplemental Depot collection	\$25.00

- (b) Each of the following annual amounts that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Promotion & Education Top Up amount; and (ii) if the Contractor is a Regional Waste Authority, the RWA Administration Top Up amount, in each case as set out in the table below *times* the Total Number of Serviced Households as set forth on Appendix 1 (as updated from time-to-time in accordance with this Appendix 4)

	Top Ups Available	Annual Payment per Total Number of Serviced Households
x	Promotion & Education Top Up	\$0.75
	RWA Administration Top Up	\$2.50

If the Contractor selects to receive the Promotion & Education Top Up, all amounts received in respect must be used for the purpose of providing resident education in respect of the collecting of WPP.

2. All annual payments set forth will be payable in arrears, in equal quarterly payments within 30 days of the last day of each quarter (subject to pro ration of any amount is payable in respect of a partial period). If the amount of any annual payment is adjusted during the course of a year, MMSW will make such adjustment as it in good faith considers necessary to account for such adjustment.
3. Each of the parties acknowledges and agrees that the payments made pursuant to this Appendix 4 will be based on the Total Number of Serviced Households as set forth in Appendix 1. Appendix 1 may be updated effective as of January 1 of each year on the basis of updated information regarding the number of Serviced Households provided to MMSW by the Contractor by no later than June 30 of the immediately preceding year. MMSW may from time to time request, and the Contractor will promptly provide upon such request, documentation to validate the number of Serviced Households in respect of which the Contractor is entitled to receive payment. Based on such information, MMSW will work in good faith to mutually agree on the Total Number of Serviced Households at such time.

Appendix 5

Notice of Delegation

TO: MULTI-MATERIAL STEWARDSHIP WESTERN INC. ("MMSW")

Pursuant to Section 4.1 of the services agreement between MMSW and the undersigned (the "**Contractor**") to which this Appendix 5 is attached (the "**Agreement**"), the Contractor hereby provides written notice to MMSW that it proposes to delegate its responsibility to perform the Services to the Sub-Contractor specified below. Capitalized terms used but not defined in this Notice of Delegation shall have the meaning ascribed thereto in the Agreement. The Contractor represents and warrants that the proposed Sub-Contractor has the ability, and has agreed in writing, to perform the Services delegated to the Sub-Contractor in accordance with the terms of the Agreement.

The Contractor acknowledges and agrees that the Contractor (i) shall remain the sole contact for MMSW and (ii) shall remain solely liable to MMSW for the performance or non-performance of the Services or any breach of this Agreement (it being understood, for the avoidance of doubt, that any failure of the Sub-Contractor to perform the Services delegated to the Sub-Contractor shall constitute a breach of such obligation by the Contractor).

Pursuant to the terms of the sub-contracting arrangements between the Contractor and the Sub-Contractor (*check each box that applies*):

Sub-Contractor to **deliver Reports** directly to MMSW

Sub-Contractor to **receive Payments** directly from MMSW

Town of Dalmeny	
_____ Name of Contractor	
_____ Name and Title of Contractor's Authorized Signatory	
_____ Signature of Contractor's Authorized Signatory	_____ Date
_____ Company Name of Sub-Contractor	
_____ Address of Sub-Contractor	
_____ Contact Person of Sub-Contractor	
_____ Email of Contact Person	_____ Phone Number of Contact Person

Confirmed and agreed as of _____
MULTI-MATERIAL STEWARDSHIP WESTERN INC.
_____ Tamara Burns SVP Western Operations