REGULAR MEETING OF DALMENY TOWN COUNCIL MONDAY, SEPTEMBER 26, 2022, 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 12, 2022 Regular Council Meeting

BUSINESS ARISING FROM THE MINUTES:

а

ACCOUNTS FOR APPROVAL

- a. Approval of Current Accounts
- b. Approval of Payroll

FINANCIALS

a.

CORRESPONDENCE

- a. Access Communication Alignment Plan Wakefield Avenue
- b. SaskPower Replacement of Two (2) Power Poles
- c. Tax Installment Payment Plan Service (T.I.P.P.S.) Application Form
- d. Tax Installment Payment Plan Service (T.I.P.P.S.) Adjustment Letter

DELEGATIONS

- a. Christa-Ann Willems Prairie Spirit School Division Board Trustee 7:20 p.m.
- b. Karl Cantrelle Southern Roots Restaurant 7:50

REPORTS

a. Chief Administrative Officer's Report

NEW BUSINESS

a.

BYLAWS

- a. Bylaw No. 13-2022, A Bylaw to Establish a Code of Ethics for Town of Dalmeny Council Members
- b. Bylaw No. 14-2022, A Bylaw to Provide for the Town of Dalmeny to Enter into an End-User License Agreement for Saskatchewan Government Geographic Data with Information Services Corporation.

QUESTIONS FROM THE PUBLIC

ROUND TABLE DISCUSSION/IN CAMERA

ADJOURN

Next Regular Meeting: October 17, 2022

2022 Regular Council Meetings:

October 17; November 7,21; December 5,19

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:

Next Dalmeny Police Commission Meeting:

October 17, 2022 commencing at 5:00 p.m.

2022 Dalmeny Police Service Meeting Schedule:

October 17: November 21: December 19

PRESENT: Deputy Mayor Ed Slack, Councillors Greg Bueckert, Matt Bradley, and Eric Desnoyers. Also present was CAO Jim Weninger. Councillor Lacy Boisvert was also present via Video Conferencing.

ABSENT: Mayor Jon Kroeker and Councillor Anna-Marie Zoller.

CALL TO ORDER

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

ADOPTION OF AGENDA

313/22 – **Boisvert/Bradley** – That the agenda for the Regular meeting of Council of the Town of Dalmeny for September 12, 2022 be adopted as presented.

Carried.

MINUTES

314/22 – **Desnoyers/Bueckert** – That the Minutes of the August 29, 2022 Regular Council meeting be approved as circulated.

Carried.

ACCOUNTS PAYABLE

315/22 – **Bueckert/Boisvert** – That the accounts as detailed on the attached cheque listing and amounting to \$401,198.26 for the period ending September 7, 2022 and representing cheque numbers 17676 to 17718 be approved by Council.

Carried.

PAYROLL

316/22 – Desnoyers/Bradley – That the payroll listing in the amount of \$22,489.63 for the pay period ending September 2, 2022 be approved by Council.

Carried.

PER DIEM

317/22 – Boisvert/Bradley – That the per diems in the amount of \$3,240.20 for the pay period ending September 12, 2022 be approved by Council.

Carried.

LIST OF OUTSTANDING TAX COMPARISONS

318/22 – Desnoyers/Bueckert – 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

319/22 – Bueckert/Desnoyers – That the following correspondence be filed:

A. River Ridge Trails - Langham

Carried.

CAO REPORT

320/22 – Boisvert/Desnoyers – That the Chief Administrative Officer's Report as presented by the Chief Administrative Officer Jim Weninger for September 12, 2022 be accepted by Council.

Carried.

FIRST APPLICATION FOR TITLE

321/22 - Bueckert/Bradley - That First Application for Title be initiated against the following properties:

- Lot 1, Block 13, Plan 74S25335
- Lot 35, Block 23, Plan 79S27602
- Lot 15, Block 37, Plan 102136531
- Lot 8, Block 39, Plan 102136531

Carried.

ROYAL CANADIAN LEGION DONATION

322/22 – Boisvert/Bueckert – That Council donate to the Royal Canadian Legion – Saskatchewan Command for the Military Service Recognition Book at a cost of \$214.29, plus GST.

Defeated.

PUBLIC MEETING

A Public Meeting was held at 7:20 p.m. pertaining to Bylaw 12-2022. This Zoning Bylaw amendment would amend Bylaw No. 2-2016 to regulate the development of Outdoor Patios.

There was (1) written representation and no oral representations regarding this Bylaw. There were no members of the public that attended the meeting to speak to the Bylaw. The Public Meeting ended at 7:31 p.m.

BYLAW 12-2022

323/22 – **Bueckert/Desnoyers** – That Bylaw 12-2022 be read a second time.

Carried.

The CAO read Bylaw 12-2022 a second time.

324/22 - Bradley/Boisvert - That Bylaw 12-2022 be given third reading at this meeting.

Carried Unanimously.

325/22 – Bueckert/Boisvert – That Bylaw 12-2022 be read a third time and adopted.

Carried.

The CAO read Bylaw 12-2022 a third time, and the Deputy Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

326/22 – **Bradley/Bueckert** – That Council move into the Committee of the Whole and that the session be "in camera" at 7:34 p.m.

Carried.

RECONVENE

327/22 – Bueckert/Boisvert - That Council reconvene and report at 8:38 p.m.

Carried.

CONTRACT CHANGE ORDER NO. 2

328/22 – Bradley/Desnoyers – That the Contract Change No. 2 – Change Order to tunnel three (3) 25mm PE service connections (Civic addresses 509, 513 and 521 Highway 305 West), including a casing for each, under Highway 305 West and connect to existing 250mm PVC Water Main. Work would include the removal and replacement of the existing curb stops and connecting the new service line to the existing line in the amount of \$31,500.00, plus applicable taxes be accepted by Council and that Project Manager Chad Carruthers be advised of the same and that Resolution Number 279/22 be rescinded.

Carried.

CONTRACT CHANGE ORDER NO. 3

329/22 – **Bueckert/Bradley** – That the Contract Change No. 3 – Change Order to provide temporary water for Civic addresses 509, 513 and 521 Highway 305 West and to connect temporary water to the existing hydrant northwest of the Water Pumphouse in the amount of \$3,500.00, plus applicable taxes be accepted by Council and that Project Manager Chad Carruthers be advised of the same.

Carried.

CONTRACT CHANGER ORDER NO. 12

330/22 – Desnoyers/Boisvert – That the Contract Change No. 12 – Change Order to provide additional time, equipment and materials required to permanently disconnect and decommission the gravity transfer pipe between Reservoir 2 and the old Water Pumphouse in the amount of \$5,230.72, plus applicable taxes be accepted by Council and that Project Manager Kyle McInnis be advised of the same.

Carried.

REQUEST TO AMEND BYLAW 1-2017

331/22 – Boisvert/Bradley – That the Chief Administrative Officer Jim Weninger be requested to draft an amendment to Bylaw 1-2017 to update the Bylaw to the most recent draft from Government Relations.

Carried.

ADJOURN

332/22 - Bradley/Desnoyers - That the meeting be adjourned. Time 8:52 p.m.

Carried.

	Mayor	
(seal)		
	Chief Administrative Officer	

Report Date 09/08/2022 3:11 PM

Dalmeny Accounts for Approval As of 09/07/2022

Batch: 2022-00046 to 2022-00048

of 09/07/2022 Page 1

Payment #	Date	Vendor Name Invoice # Reference	Invoice Amount	Payment Amount
Bank Code: A	P - AP-GENERA	AL OPER		
Computer Chec	ques:			
17676	08/31/2022	AMSC Insurance Services Ltd OCT 2022 OCTOBER GROUP INSURANCE	8,108.38	8,108.38
17677	08/31/2022	M.E.P.P. AUG 2022 AUGUST MEPP PAYMENT	12,670.20	12,670.20
17678	08/31/2022	Minister of Finance AUGUST 2022 AUGUST SCHOOL TAXES COLLECTED	50,026.98	50,026.98
17679	08/31/2022	SaskTel CMR 421 SASKTEL PMT	839.92	839.92
17680	09/12/2022	ASL Paving Ltd. 12783/11405/410 PW-COLD/HOT MIX	1,877.53	1,877.53
17681	09/12/2022	Bell Mobility Inc. SEPT 2022 AERATION BUILDING AUTODIALER	76.55	76.55
17682	09/12/2022	Brandt Tractor Ltd. 1283517/CR16609 ZAMBONI REPAIR	1,838.22	1,838.22
17683	09/12/2022	C & K Lawn & Yard Care 1992 MOW OUTDOOR RINK	336.00	336.00
17684	09/12/2022	Canadian National Railways 91648107 SIGNAL MAINTENANCE	296.50	296.50
17685	09/12/2022	Clark's Supply & Service IN409450 PW-STREETS- FLOOR SAW	230.88	230.88
17686	09/12/2022	Con-Tech General Contactors 22420-PROG 7 SPRAY AND PLAY PROGRESS 7	77,684.34	77,684.34
17687	09/12/2022	Crosby Hanna & Assoc. #12(394-9) SPRAY AND PLAY DEVELOPMENT	1,617.00	1,617.00
17688	09/12/2022	Drake PresSure Clean 22081901/81801 ARENA/JJ EXHAUST FAN CLEAN	1,254.75	1,254.75
17689	09/12/2022	Earthworks Equipment Corp S01419 BOBCAT OIL FILTER	24.04	24.04
17690	09/12/2022	Emco Waterworks 6003105995 STREET SURFACING MATERIAL	915.75	915.75
17691	09/12/2022	Erickson Contracting NO.071-058-P15 WATER PUMPHOUSE PROG 15	29,912.28	29,912.28
17692	09/12/2022	First Filter Service 277170/279535 KUBOTA/GMC/AERATION FILTER	182.52	182.52
17693	09/12/2022	Jenson Publishing 3000066393/6545 BYLAW AMENDMENT/TAX ENFORCEN	365.09	365.09
17694	09/12/2022	Klear Water Equipment 230091 PUMPHOUSE TOTAL CHLORINE SETS	2,855.28	2,855.28
17695	09/12/2022	Loraas Disposal Services AUG 2022 AUGUST COMPOST/GARBAGE	15,764.67	15,764.67

Report Date 09/08/2022 3:11 PM

Dalmeny Accounts for Approval As of 09/07/2022

Batch: 2022-00046 to 2022-00048

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
17696	09/12/2022	Martensville Bldg. 8 956815	&Home Supply ARENA PAINT	221.75	221.75
17697	09/12/2022	Millsap Fuel Distril 98746	outors Ltd. TRACTOR OIL	113.93	113.93
17698	09/12/2022	Nor-Tec Linen Ser RI-892381	vices POLICE/LIBRARY/OFFICE MATS	80.11	80.11
17699	09/12/2022	Pitney Works 114	OFFICE POSTAGE	420.00	420.00
17700	09/12/2022	Princess Auto 2513/7771/5484	PW-TOOLS/SHOP SUPPLIES/PUMPHC	178.60	178.60
17701	09/12/2022	Quorex Constructi 22-359- PROG 8	on TOWN SHOP PROGRESS 8	170,023.16	170,023.16
17702	09/12/2022	RA Auto Repair LT 40704/40714/108	D POLICE-TAHOE OIL/CAR REPAIR	579.45	579.45
17703	09/12/2022	Reed Security 1588780	SECURITY CAMERAS	529.47	529.47
17704	09/12/2022	Rempel Engineerin 19859	ng TOWN SHOP ENGINEERING	3,711.75	3,711.75
17705	09/12/2022	Robertson Implem p25235/CR	ents FIRE-FUEL	113.69	113.69
17706	09/12/2022	Robertson Stromb 57/32/31/71/718	erg TAX EXNFORC/GENERAL LEGAL	2,447.44	2,447.44
17707	09/12/2022	Roto Rooter 12354	SEWER LINE CLEAN	208.68	208.68
17708	09/12/2022	Sask Research Co 1069/1101/0894	uncil WATER LAB TESTING	87.42	87.42
17709	09/12/2022	Sask. Government	Insurance HANDI VAN/TRAILER PLATES	1,752.68	1,752.68
17710	09/12/2022	Saskatoon CO-OP 848	POLICE/PW/FIRE/HANDIVAN FUEL	4,195.85	4,195.85
17711	09/12/2022	SaskTel CMR 422	SASKTEL PMT	2,206.36	2,206.36
17712	09/12/2022	Sea Hawk Speciali 5454	zed R22 HELMET HOLDER	330.78	330.78
17713	09/12/2022	Swish-Kemsol J033885/J033902	OFFICE/ARENA JANITORIAL	937.40	937.40
17714	09/12/2022	Trans-Care Rescu 23082	e FIRE-COLD FIRE	244.20	244.20
17715	09/12/2022	Tyler Dorner 11	TRAINING MILEAGE/MEAL	41.12	41.12
17716	09/12/2022	Valley Trenching 654	SUPPLY/INSTAL W/S 300 CEDAR	5,550.00	5,550.00
17717	09/12/2022	Value Tire			

Report Date 09/08/2022 3:11 PM

Mayor

Dalmeny Accounts for Approval As of 09/07/2022

Batch: 2022-00046 to 2022-00048

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		SM018081	HUSTLER 104, TIRE	48.54	48.54
17718	09/12/2022	Zak's Home Hardv 24237/973/110	vare OILER/S&P/ARENA/WEED SUPPLIES	299.00	299.00
				Total for AP:	401,198.26
Certified Correct	This Septemb	er 7, 2022			

Administrator

Payor/Payee's List Ready for Manual Release

Back to Manual Release Page 1 of 1 Payor/Payee Name Acı Anderson, Scott Dorner, Tyler Dyck, Bradley Elder, Rick Furi, Bonnie Halcro, Mathew Hollingshead, Jayson Honeker, Sheila Janzen, Kelly Johnson, Jeffrey Klein, Marlys Roberts, Karen Rowe, Scott Splawinski, Scott Trayhorne, Laurelea Van Meter, Christine Weninger, Jim

22,489.63

Amount

1478.29

1408.91

1509.34

1294.02

296.62

1402.57

1617.26

276.62

1324.35

1843.63

862.63

52.87

2273.54

1550.74

767.57

1696.13

2834.54

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Payor/Payee's List Ready for Manual Release

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Payor/Payee Name Ac

Baxter, Thomas

Bell, Alicia

Boisvert, Lacy

Bradley, Matt

Bueckert, Greg

Desnoyers, Eric

Klassen, Wade

Kroeker, Jonathan

Slack, Edward

Zoller, Anna-Marie

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260.56 260.56 311.30 321.30 321.30 321.30 100.00 701.28 321.30 321.30

3240,20

Report Date 09/23/2022 10:42 AM Proposed-

Dalmeny
Accounts for Approval
As of 09/23/2022
Batch: 2022-00050

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: A	AP - AP-GENER	AL OPER			
Computer Che	ques:				
17719	09/26/2022	ASL Paving Ltd. 12201-11419	PW-HOT MIX	363.50	363.50
17720	09/26/2022	B&E ELECTRONIC SAS763914	CS LTD FIRE-U21 REPAIRS	12.58	12.58
17721	09/26/2022	Catterall & Wright 22-266	WATERPUMPHOUSE ENGINEERING	4,167.45	4,167.45
17722	09/26/2022		Service S&P-AUGER/ARENA LIFT RENTAL	1,178.82	1,178.82
17723	09/26/2022	Con-Tech General 22435	Contactors SPRAY & PLAY HOLDBACK RELEASE	64,428.41	64,428.41
17724	09/26/2022	CP Distributors Lt SI-492695	d. JJ BATHROOM STALL REPAIR	441.78	441.78
17725	09/26/2022	Dean Vodden 2	FIRE-WATER	39.20	39.20
17726	09/26/2022	Earthworks Equip S02097	ment Corp BOBCAT DRIVE BELT	213.54	213.54
17727	09/26/2022	Jacqueline Gordon 32	n FIRE-UNIFORM CRESTS	80.00	80.00
17728	09/26/2022	Kelly Janzen 59	PAINT/SUPPLIES OUTDOOR RINK	202.19	202.19
17729	09/26/2022	Loblaws Inc. 672543972/28734	ARENA BOOTH SUPPLIES	842.83	842.83
17730	09/26/2022	Matrix Video Com BRMVCO3979402	munications COUNCIL CHAMB-50% VIDEO/AUDIO	3,733.28	3,733.28
17731	09/26/2022	Mobile Fleet Servi INV-51641	ces GRADER REPAIR	6,169.77	6,169.77
17732	09/26/2022	MuniCode Service 152/39/37/62/61	s Ltd. BUILDING INSPECTIONS	1,643.30	1,643.30
17733	09/26/2022	Munisoft 2022-23-02608	OFFICE COMPUTER SUPPLIES	1,501.41	1,501.41
17734	09/26/2022	Pacific Tier Solution INV-0230	ons ARENA -BOOK KING-TRAIN/ANNUAL	5,312.84	5,312.84
17735	09/26/2022	Peter Ingram 16	STAFF/COUNCIL CHRISTMAS FOOD	339.00	339.00
17736	09/26/2022	Pitney Works 115	OFFICE POSTAGE	210.00	210.00
17737	09/26/2022	Princess Auto 4200081	PW-CART FOR NEW SHOP	253.00	253.00
17738	09/26/2022	Quorex Construct 22-359-B	ion TOWN SHOP PROGRESS 8	149,272.91	149,272.91

Report Date 09/23/2022 10:42 AM

Proposed Accounts for Approval As of 09/23/2022 Batch: 2022-00050

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
17739	09/26/2022	Ricoh Canada Inc. 9564/6077/65847	OFFICE365/VEEAM/SUPPORT	2,234.65	2,234.65
17740	09/26/2022	Sask Research Co 1231977/600/791	uncil WATER LAB TESTING	87.42	87.42
17741	09/26/2022	Sask Water SW078347	BULK WATER	58,270.46	58,270.46
17742	09/26/2022	Saskatoon Fire Pr 84488	otection HANDI VAN FIRE EXTINGUISHER	12.27	12.27
17743	09/26/2022	SaskEnergy Corp. SEPT 2022	SASKPOWER/ENERGY PMT	10,742.91	10,742.91
17744	09/26/2022	SaskTel CMR 423	SASKTEL PMT	1,589.50	1,589.50
17745	09/26/2022	Share Canada 25908	PW-HYDRANT ANTI FREEZE	2,112.74	2,112.74
17746	09/26/2022	Success Office Sy INV359619	stems OFFICE-COPIER USEAGE	15.75	15.75
17747	09/26/2022	Surge Ahead Elec 551	trical ARENA LIGHTS	550.60	550.60
17748	09/26/2022	SVP Envoyer paie 6759281	ment a WATER METER SUPPLIES	101.27	101.27
17749	09/26/2022	Swish-Kemsol J034078	ARENA JANITORIAL	103.84	103.84
17750	09/26/2022	Trans-Care Rescu 23221/23220	e FIRE-HELMET/AIR REFILLS	575.32	575.32
17751	09/26/2022	Zak's Home Hardy 24624/1	vare AIR COMPRESSOR SUPPLIES	28.00	28.00
				Total for AP:	316,830.54

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Payor/Payee's List Ready for Manual Release

Page 1 of 1							Back to Manua	l Release
Payor/Payee Name	Account Number	Inst. ID	Route	Transit	Due Date	Trans Type	Rec Type	Amount
Anderson, Scott								1590.67
Berrecloth, Colleen								471.78
BONIN, EDMOND								1707.59
Derksen, Crystal								268.29
Dorner, Tyler								1741.50
Dyck, Bradley							4	1624.82
Elder, Rick								1252.94
Furi, Bonnie								402.85
Halcro, Mathew								1402.57
Hollingshead, Jayson								1617.26
Honeker, Sheila								236.58
Janzen, Kelly				,				1324.35
Janzen, Ayden								64.28
Johnson, Jeffrey								1708.03
Johnson, Marina								64.28
Johnson, Phoebe								37.21
Keet, Cindy								484.45
Klein, Marlys			.•					862.63
Roberts, Karen								352.19
Robinson, Olivia					*			71.05
Rowe, Scott								2282.10
Splawinski, Scott								1550.74
Trayhorne, Laurelea								949.80
Van Meter, Christine								1696.13
Weninger, Jim								2834.54
								20

Correspondence A+

Ready for Counil Dept 23/22



ALIGNMENT PLAN WAKEFIELD AVENUE DALMENY, SK 130-22-252

ALIGNMENT PLAN(S) INCLUDED

-pp 1-1

ISSUED DATE: APRIL 06, 2022

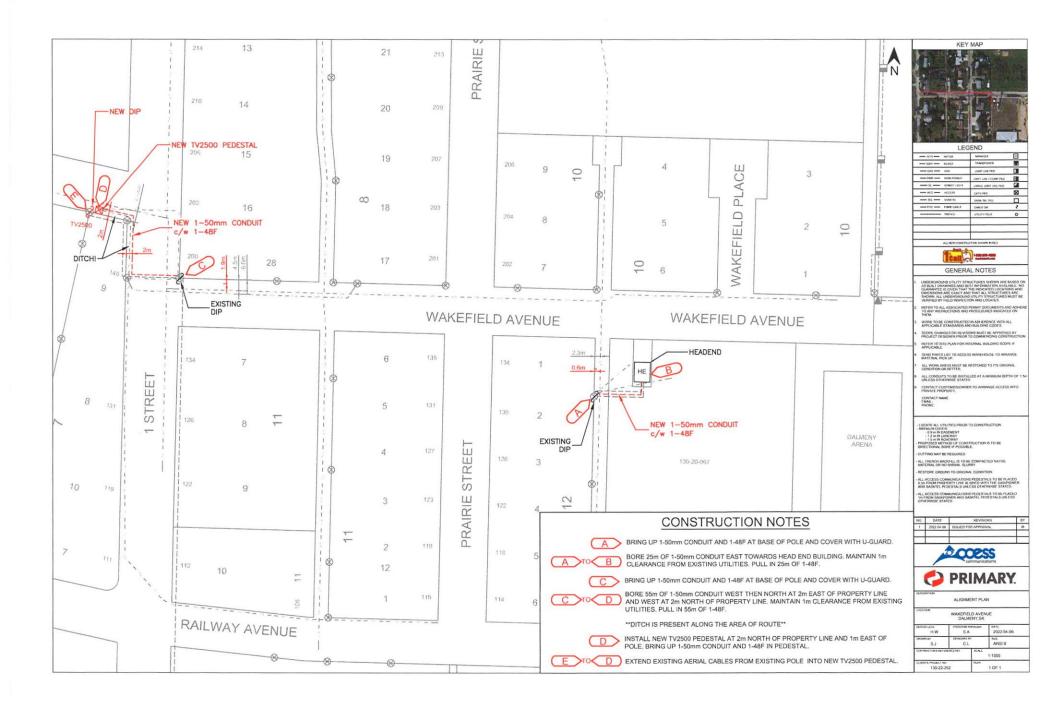
PERMITS REQUIRED

- Town of Dalmeny Approval

LOCATION OF PROPERTY LINES AND UTILITIES ARE BASED ON RECORDS PROVIDED BY THIRD PARTIES, SHOULD BE CONSIDERED APPROXIMATE, AND MAY NOT BE EXHAUSTIVE. LOCATION OF ADDITIONAL DETAILS (E.G., BUILDINGS, ROAD EDGE, TREES, OBSTACLES, ETC.) ARE APPROXIMATE.

CONFIRMATION OF ALL INFORMATION MUST BE OBTAINED, AND ANY DISCREPANCY REPORTED, PRIOR TO BEGINNING CONSTRUCTION.





Caruspondonce "B"

Ready for Count

Jim Weninger

From:

Town Office

Sent:

September 9, 2022 9:16 AM

To:

Jim Weninger

Subject:

FW: Order #20381799 - WPM UNPLANNED RPL 2poles 4C-110 URB

Attachments:

20381799 CNST MAP REV 0.pdf

Kelly Janzen Town of Dalmeny Office Manager

Are you registered with Connect?

Click below to register and stay informed. http://dalmeny.ca/p/register-for-connect



Sent: Thursday, September 8, 2022 3:29 PM **To:** Town Office <townoffice@dalmeny.ca>

Subject: Order #20381799 - WPM UNPLANNED RPL 2poles 4C-110 URB

Good Day,

Please find attached SaskPower's proposed electrical construction design for the above noted project.

SaskPower will be replacing two (2) damaged poles.

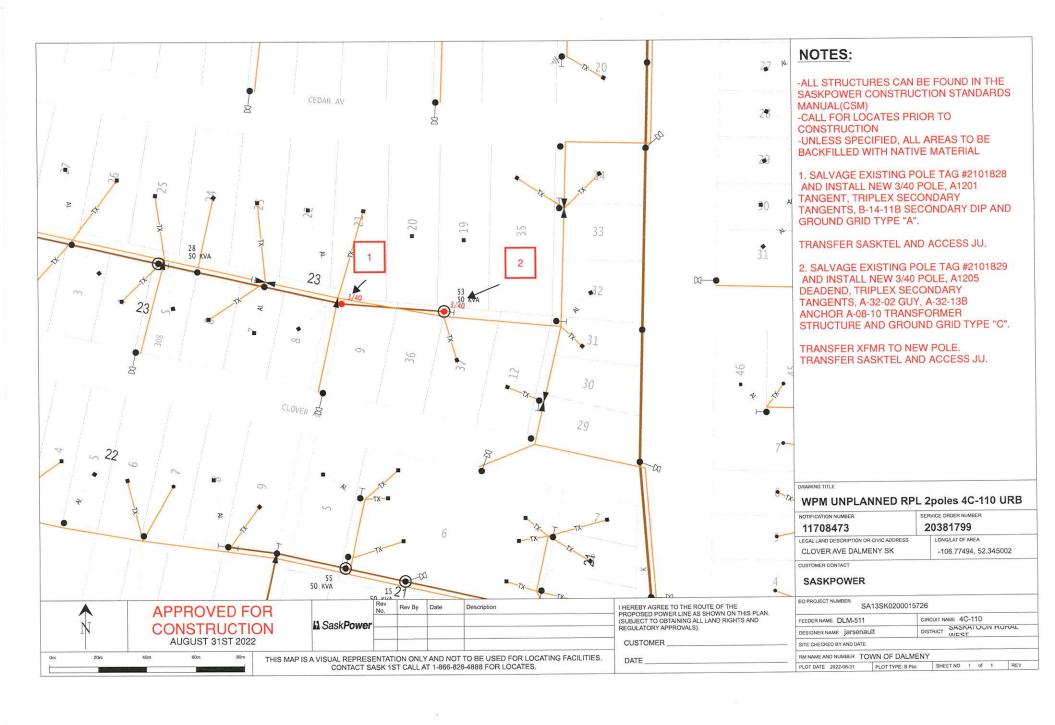
This is being emailed to you as an FYI only. There is no action required on your part. However, after you've reviewed our proposed design and have any questions or concerns, please feel free to contact me. Any technical questions may be directed to the designer of this project,

Thank you,

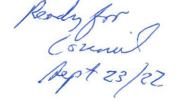
SaskPower | File Management | Saskatoon 1370 Fletcher Road Saskatoon, SK S7M 5H2



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Correspondence Et





APPLICATION/AUTHORIZATION FORM

Tax Installment Payment Plan Service (T.I.P.P.S.)

(Please Print)
Name of Applicants:
Property Address:
Mailing Address:
Residential Phone: Cell Phones:
Email Address:
Email Address.
I/We hereby authorize my/our bank to:
Financial Institution:
Branch Address:
City and Province:
Account Number:
Please debit my/our bank account, as noted above, on the 1^{st} day of 20 In the amount of \$ to continue on the 1^{st} banking day of each month until further notice.
The Town will make Monthly Payment Withdrawal Adjustments AFTER the New Levy is approved by Dalmeny Town Council EACH year; this will happen around the beginning of June. The Town will inform by letter or email the new withdrawal fee that will be taken from the above account.
Please note that too many defaults on TIPPS payments will result in the cancellation of this program.
I agree to abide by the conditions as specified in this TIPPS application.
Signature: Date:
Signature: Date:

-Please return this form and voided chq or direct debit form-

Carrespondence"D'

Council Rept 23/22

Roll#:

July 12, 2022

Name: Dalmeny, Sk. S0K 1E0

The TIPPS plan requires that you have your tax account down to a Zero(\$0) balance by December 31st, 2022 (remember you will not be charged any penalties). Any increase or decrease in your payments for the remainder of the year are due to utility arrears transfers and/or assessment changes.

Your 2022 tax payments were based on your 2021 tax notice. Now that the 2022 Levy has been calculated, if your payments continue in the same amount, you will have a credit balance on your account by December 2, 2022. In order to keep a zero balance at year end, the Town will decrease/increase your payments for the remainder of the year, using the amount owing at June 30th, 2022 and dividing it by the 6 remaining months (July to Dec.) Current monthly payment \$442.89

<u>Payments for 2023</u> — Your monthly payments for 2023 will be calculated using the 2022 levy divided by 12 months, resulting in a payment of \$430.22 starting January 1, 2023.

This monthly payment will be used January 1, 2023 to June 1, 2023 (6 withdrawals) and your payments will be recalculated once the 2023 levy has been set, so your payments from July 1st, 2023 to December 31st, 2023 will be the outstanding balance at June 30th, 2023 divided by the 6 remaining months to bring your account to a zero balance by December 31st, 2023.

Please sign the form below and return the bottom portion to the Town Office, as soon as possible. This indicates that you have been given your new rates to pay, in full, the remainder of your 2022 taxes and also your new rates starting January 1, 2023 continuing to June 1, 2023. You will be notified in July 2023 of any change to the amount of your payments for the balance of the year. If you have any questions, please call the office @ 254-2133. Thanks.

I/We	and
Street Address	Date
of our 2022 taxes by Dece	om our bank account, monthly, in the amount needed to pay the balance aber 31 st , 2022 and also our 2023 taxes by December 31 st , 2023. The aforming us of any changes to our payments
Signature	

CAO REPORT September 26, 2022

1. RCUT Intersection Open House:

Manager Urban/Rural Roads Jon Medori of Associated Engineering (Sask) Ltd. would like to have a Public Meeting in Dalmeny regarding the Highway 16 and the Dalmeny Access Road/Grid 684 Restricted Crossing U-Turn (RCUT) upgrade between October 12, 2022 and October 20, 2022. The JJ Community Centre is not available during this time, but the Curling Rink Lobby is available. Your thoughts.

2. Infrastructure Grant Program Information (ICIP):

A new detailed application intake for Water, Wastewater & Other Projects under the Investing in Canada Infrastructure Program (ICIP) is now open and will close November 29, 2022.

3. Centennial Park Tree Line - East Side:

The popular trees along the east side of Centennial Park are dead and there is an individual interested in salvaging these trees "free of charge" to the Town. If this proceeds, new trees would be planted in 2023.

4. Utility Invoices for the Period Ending August 31, 2022:

Utility Invoices for the months of July and August, 2022 have been prepared in the amount of \$258,922.16, as follows:

- Water Charges \$136,509.73
- Sanitary Sewer Charges \$92,945.49
- Waste, Recycling and Compost Charges \$29,466.94

In addition to the above-mentioned amount, as of September 22, 2022, the revenue from the Regional Water Service is \$23,315.35. The Regional Water Service was closed for a portion of May, and all of June, July and August, 2022.

Jim Weninger, Chief Administrative Officer

CODE OF ETHICS BYLAW

TOWN OF DALMENY

BYLAW NO. 13-2022

A BYLAW TO ESTABLISH A CODE OF ETHICS FOR TOWN OF DALMENY COUNCIL MEMBERS

PART I

GENERAL

Short Title

1. This bylaw may be cited as the "Code of Ethics Bylaw".

Preamble

2. The members of Council of the Town of Dalmeny recognize that their actions have an impact on the lives of all residents and property owners in the community. Fulfilling their obligations and discharging their duties responsibly requires a commitment to the highest ethical standards.

The members of Council recognize that the quality of the public administration and governance of the Town of Dalmeny, as well as the reputation and integrity, depends on their conduct as elected officials.

Purpose and Interpretation

3. The purpose of this bylaw is to outline basic ethical standards and values for members of Council. It is to be used to guide members of Council respecting what their obligations are when fulfilling their duties and responsibilities as elected officials. It also explains the procedure for filing a complaint, investigating a complaint, and enforcing these standards and values.

This bylaw is to be interpreted in accordance with the legislation applicable to the Town of Dalmeny, the common law and the policies and bylaws of the Town of Dalmeny.

Neither the law nor this bylaw is to be interpreted as exhaustive. There will be occasions which Council will need to adopt additional rules of conduct in order to protect the public interest and to enhance the public confidence and trust in local government. It is the responsibility of each member of Council to uphold the standards and values set out in this bylaw.

Definitions

- 4. In this bylaw:
 - a) Act: means The Municipalities Act, 2010.
 - b) **Complainant:** means an individual/organization/municipal employee/member of Council.
 - c) Designated Officer: means a person designated by Council or a person to whom power or authority is delegated by the Chief Administrative Officer or, in the absence of a designation by Council, the Chief Administrative Officer.
 - d) **Members of Council**: means the Council of the Town, and includes the Mayor and each Councillor.

PART II

STANDARDS AND VALUES

- 5. Members of Council must uphold the following standards and values:
 - a) Honesty
 - i. Members of Council shall be truthful and open in their roles as Council members and as members of the communities they serve.
 - b) Objectivity
 - Members of Council shall make decisions carefully, fairly and impartially.
 - c) Respect
 - Members of Council shall treat every person, including other members of Council, municipal employees and the public, with dignity, understanding and respect;
 - ii. Members of Council shall not engage in discrimination, bullying or harassment in their roles as members of Council;
 - iii. Members of Council shall not use derogatory language towards others;
 - iv. Members of Council shall treat people with courtesy; and
 - v. Members of Council shall recognize the importance of the different roles others play in local government decision making.
 - d) Transparency and Accountability
 - i. Members of Council shall endeavour to conduct and convey Council business and all their duties in an open and transparent manner, other than those discussions that are authorized to be dealt with in a confidential manner in a closed session, so that stakeholders can view the process and rationale used to reach decisions and the reasons for taking certain actions; and
 - ii. Members of Council are responsible for the decisions they make. This responsibility includes acts of commission and acts of omission.

e) Confidentiality

- i. Members of Council shall refrain from disclosing or releasing any confidential information acquired by virtue of their office, except when required by law or authorized by Council to do so; and
- ii. Members of Council shall not take advantage of or obtain private benefit from information that is obtained in the course of or as a result of their official duties or position and that is not in the public domain. This includes complying with *The Local Authority Freedom of Information and Protection of Privacy Act* in their capacity as members of Council of a local authority.

f) Leadership and the Public Interest

- Members of Council shall serve their constituents in a conscientious and diligent manner and act in the best interests of the Town;
- ii. Members of Council shall strive, by focussing on issues important to the community and demonstrating leadership, to build and inspire the public's trust and confidence in local government;
- iii. Members of Council are expected to perform their duties in a manner that will bear close public scrutiny and shall not provide the potential or opportunity for personal benefit, wrongdoing or unethical conduct.

g) Responsibility

- Members of Council shall act responsibly and in accordance with the Acts of Parliament of Canada and the Legislature of Saskatchewan, including *The Municipalities Act, 2010*;
- ii. Members of Council shall disclose actual or potential conflicts of interest, either financial or otherwise, related to their responsibilities as members of Council, following the polices and procedures of the Town, and exercising all conferred powers strictly for the purpose for which the powers have been conferred; and
- iii. Members of Council are individually responsible for preventing potential and actual conflicts of interest.

PART III

COMPLAINT PROCESS

Informal Complaint Process

6. Any person who has witnessed or believes that a member of Council has contravened the bylaw may advise the member that they are in contravention of this bylaw and encourage the member to stop.

Formal Complaint Process

- 7. To report an alleged contravention of the bylaw, the complainant shall submit the Complaint Form found in Schedule A, personally or by sending the form directly to the designated officer by mail, email, fax or courier.
- 8. As soon as possible after receiving the complaint, the designated officer will issue the Receipt of Complaint Form, found in Schedule B, to the complainant, personally or by sending the form by mail, email, fax or courier.
- 9. Within 15 days of issuing the Receipt of Complaint, the designated officer will review the complaint to ensure the following:
 - a) The complaint meets the scope of the code of ethics bylaw; and
 - b) The complaint form is filled out completely and in detail.
- 10. After review of the complaint, the designated officer shall within 15 days notify:
 - a) The complainant in writing that the complaint does not meet the scope of this bylaw or that the complaint form is not filled out completely. If applicable, the designated officer will direct the complainant to another process for addressing the complaint; or
 - b) The complainant in writing that the complaint meets the requirements of this bylaw; and
 - c) The alleged Council member(s) in writing that a complaint has been filed pursuant to this bylaw.
- 11. The designated officer shall inform all parties of the following:
 - a) Who will be investigating the complaint;
 - b) The investigation process;
 - c) When the investigation will be initiated; and
 - d) How the investigation's findings will be communicated.
- 12. At the next Council meeting, upon being informed by the designated officer, Council will acknowledge by resolution that a code of ethics complaint has been filed and will initiate the investigation process.

Investigation - Option 1: Council is the Investigator

- 13. Council shall establish a committee to investigate, report and to make recommendations based on the findings of the complaint to Council.
- 14. The Council member(s) who the complaint is made against shall not participate in conducting the investigation.
- 15. If the complainant is a Council member, that Council member shall not participate in conducting the investigation.
- 16. The investigation shall be done in a confidential, objective and impartial way.
- 17. The investigation must, as is reasonably possible, protect the names of all parties involved.

- 18. The investigative committee shall review the complaint and clarify any information with the complainant, if required.
- 19. The investigative committee shall serve a copy of the complaint and supporting documents to the alleged Council member(s) and request a written response to the claim within 15 days of receiving complaint.
- 20. If the alleged Council member(s) provide a written response, that response is to be provided to the complainant with a request for a written response within 15 days.
- 21. The investigation committee must verify the information provided from all parties, which may include speaking to anyone relevant to the complaint.
- 22. The investigation committee must determine what section(s), if any, of this bylaw was contravened.
- 23. When the investigative committee is satisfied that all the relevant information has been provided, they will prepare a written report summarizing the allegations, the findings and their recommendation as to whether or not the complaint is substantiated.
- 24. The complainant and alleged Council member(s) shall be provided a copy of the written report.
- 25. The investigating committee will provide the report to Council in a closed meeting.
- 26. The Council member(s) who the complaint is made against shall not participate in the closed meeting.
- 27. If the complainant is a Council member, that Council member shall not participate in the closed meeting.
- 28. If Council is satisfied with the report from the investigation committee, in an open meeting, Council shall pass a resolution stating that the complaint is either unsubstantiated or substantiated.
- 29. If the complaint is unsubstantiated, it is deemed dismissed and Council shall notify all parties involved of the following:
 - a) The reasons the complaint is dismissed; and
 - b) The ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.
- 30. If the complaint is substantiated, Council shall provide all parties involved the following:
 - a) The reasons for the substantiation;
 - b) What remedial action(s), if any, will be imposed as per section 31; and
 - c) Information about the ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.

Investigation - Option 2 - Third Party is the Investigator

13. The investigation must, as is reasonably possible, protect the names of all parties involved.

- 14. The investigation shall be done in a confidential, objective and unbiased way.
- 15. At a minimum, the investigation must:
 - a) Clarify what the complaint is about;
 - b) Verify the information provided in the complaint is relevant and accurate;
 - c) Provide an opportunity for all parties involved to review the preliminary findings and to provide contrary and/or additional information that may be relevant;
 - d) Determine what section(s), if any, of this bylaw was contravened; and
 - e) Summarize the results of the investigation into a written report.
- 16. The investigator will provide the report to Council in a closed meeting.
- 17. The Council member(s) who the complaint is made against shall not participate in the closed meeting.
- 18. If the complainant is a Council member, that Council member shall not participate in the closed meeting.
- 19. Upon the report from the investigator, in an open meeting, Council shall pass a resolution stating that the complaint is either unsubstantiated or substantiated.
- 20. If the complaint is unsubstantiated, it is deemed dismissed and Council shall notify all parties involved the following:
 - a) The reasons the complaint is dismissed; and
 - b) The ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.
- 21. If the complaint is substantiated, Council shall provide all parties involved the following:
 - a) The reasons for the substantiation;
 - b) What remedial action(s), if any, will be imposed as per section 22; and
 - c) Information about the ability to contact Ombudsman Saskatchewan if they feel they have been treated unfairly in the handling of the complaint.

Remedial Action

31/22. The remedial action(s) imposed should be corrective and progressive and have a realistic time frame for completion. Council should take into consideration the nature and severity of the violation as well as whether the Council member(s) has previously violated this bylaw.

32/23. The remedial action(s) imposed by Council shall be decided by resolution, at a meeting open to the public. The remedial action may include, but is not limited to:

- An apology, either written and/or verbal, by the member of Council to the impacted individual(s), Council and/or the general public.
- Educational training on ethical and respectful conduct.
- Repayment of moneys/gifts received.
- Removal of the Council member from any Council appointed position on a national or provincial organization, civic board, commission, authority or committee except for the Committee of the Whole
- Dismissal of the member from a position of chairperson of a committee.
- Reduction in remuneration and/or benefits and/or expenses.
- Any other sanction as deemed suitable by Council.

33/24. Failure to comply with the course(s) of action set out by Council may lead to further remedial action and possibly to suspension.

Dispute Resolution

34/25. If Council believes it to be desirable, Council may offer the parties to a complaint an opportunity to mediate the complaint.

35/26. Mediation must be agreed upon by all parties.

36/27. Mediation shall be handled by a neutral third-party who has experience in the mediation process.

37/28. Mediation shall be confidential.

PART IV

MISCELLANEOUS

38/29. Bylaw No. 1-2017 is hereby repealed.

PART V

COMING INTO FORCE

39/30. This bylaw shall come into effect on the	day of its final passing.
	(Mayor)
{S E A L}	

(Chief Administrative Officer)

Schedule A Code of Ethics Formal Complaint Form

Please note that knowingly signing a false affidavit may expose you to prosecution under the Criminal Code of Canada. of ______ (Full mailing address) (First and Last Name) do solemnly declare that the following contents of this statement are true and correct and hereby request the Council of The Town of Dalmeny to conduct an investigation whether or not the following member(s) of the Town Council has (have) contravened the Council Code of Ethics: Members(s) of Council name(s) I have reasonable and probable grounds to believe that the above member(s) has (have) contravened the Town of Dalmeny Code of Ethics Bylaw 13-2022 by reason of the following: 1. Insert date(s), time and location of conduct, 2. Include the sections of the bylaw that have been contravened; 3. Provide the particulars and names of all persons involved, and of all witnesses; 4. Provide contact information for all people listed: 5. Any exhibits can be attached; and 6. If more space is required, please attach additional pages as needed. For Office Use Only (Signature of Complainant) (Date filed) (Date signed) (Signature of Chief Administrative Officer

Schedule B Code of Ethics Receipt of Formal Complaint

I acknowledge that I have received a complethics Bylaw, Schedule A from	leted Complaint Form as prescribed in the Code of
(Name of Complainant), dated on the	(Date the Complainant Signed)
Dated at, on (Location)	(Date of Issuing the Receipt of Complaint)
(Signature of Designated Officer)	-
For Office Use Only	
(Date filed)	
(Signature of Chief Administrative Officer	

Personal information on this form is collected under The Local Authority Freedom of Information and Protection of Privacy Act and will be used or disclosed only as necessary.

TOWN OF DALMENY

BYLAW NO. 14-2022

A BYLAW TO PROVIDE FOR THE TOWN OF DALMENY TO ENTER INTO AN END-USER LICENSE AGREEMENT FOR SASKATCHEWAN GOVERNMENT GEOGRAPHIC DATA WITH INFORMATION SERVICES CORPORATION

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 an End-User License Agreement for Saskatchewan Government Geographic Data with Information Services Corporation as it pertains to Sask Surface Cadastral Datasets.
- 2. The End-User License Agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
- 3. The Mayor and the Chief Administrative Officer are hereby authorized to sign and execute the agreement described as Exhibit "A".
- 4. Bylaw 18-2019 is hereby repealed effective November 1, 2022.

	Mayor
(SEAL)	
	Chief Administrative Officer

SCHEDULE "D"

SUB-LICENCE AGREEMENT

This sub-licence agreement made in duplicate effective as of the 1st day of November, 2022

BETWEEN:

INFORMATION SERVICES CORPORATION ("Licensor")

300, 10 Research Drive Regina, Saskatchewan S4S 7J7

AND:

CATTERALL AND WRIGHT CONSULTING ENGINEERS ("Sub-Licensee")

1221 8th Street E Saskatoon, SK S7H 0S5

WITNESSES THAT:

- I WHEREAS the Licensor is the owner or licensee of intellectual property rights in the digital data (the "Data") contained in the database known as the Sask Surface Cadastral Dataset;
- II AND WHEREAS this Data has already been licensed to <u>Town of Dalmeny</u> (Licensee) and is subsequently being licensed to <u>Catterall and Wright Consulting Engineers</u> (Sub-Licensee);
- **III AND WHEREAS** the Sub-Licensee wishes to obtain certain rights to the Data, in accordance with the terms and conditions herein contained;
- IV AND WHEREAS the Licensor wishes to grant to the Sub-Licensee certain rights to the Data, in accordance with the terms and conditions herein contained;
- V AND WHEREAS the Licensor represents that it has full authority to grant the rights desired by the Sub-Licensee, in accordance with the terms and conditions herein contained;
- VI AND WHEREAS the parties hereto are desirous of entering into a sub-licence agreement on the basis herein set forth,

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1.0 **DEFINITIONS**

- 1.1 "Agreement" means this End-user sub-licence agreement and all appendices annexed to this End-user sub-licence agreement as the same may be amended from time to time in accordance with the provisions hereof.
- "Data" means any original and fixed digital data, meta-data, software or documentation licensed pursuant to the terms and conditions of this Agreement, described more fully in Appendix "A" attached hereto.
- 1.3 "Derived Products" means any product, system, sub-system, device, component, material or software, manufactured or caused to be manufactured by the Sub-Licensee, that derive from, but does not incorporate, the Data or parts thereof.
- "Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation, such as that governing copyright and patents.
- 1.5 **"Licensor's Data"** means that Data, the Intellectual Property Rights of which vest in the Licensor.
- 1.6 "Licensor's Licensed Rights" means those rights conferred upon the Licensor by third parties over the use of Data which is not the Licensor's Data.
- 1.7 **"Modifications"** means any modification, enhancement, translation, update or upgrade of all or any part of the Data, in any medium.

2.0 INTELLECTUAL PROPERTY RIGHTS

2.1 All title and Intellectual Property Rights in and to the Licensor's Data shall at all times remain the property of the Licensor. All title and Intellectual Property Rights in and to the Data which is not the Licensor's Data are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3.0 LICENCE GRANT

- 3.1 Subject to this Agreement, the Licensor hereby grants to the Sub-Licensee a non-exclusive, world-wide, non-transferable, non-assignable, limited right and licence to exercise such of the Licensor's Licensed Rights and such of the Licensor's Intellectual Property Rights in the Data to use, reproduce, extract, modify, improve, translate and/or further develop the Data for the Sub-Licensee's own use. The Sub-Licensee may also cause to be manufactured Derived Products for further distribution, provided that these Derived Products do not contain any of the Data subject to this Agreement.
- 3.2 The Sub-Licensee shall not make any use of the Data that is contrary to law or public policy or that, in the sole discretion of the Licensor, may bring the reputation of the Licensor into disrepute.
- 3.3 The Intellectual Property Rights arising from any Modification or from the manufacture of Derived Products, effected by or for the Sub-Licensee, shall vest in the Sub-Licensee or in such person as the Sub-Licensee shall decide.

4.0 RESTRICTIONS ON USE OF THE DATA

- 4.1 Notwithstanding section 3.1 above, the Sub-Licensee shall not, nor allow or direct any person to:
 - (a) disassemble, decompile or in any way attempt to reverse engineer software associated with the Data; or
 - (b) reproduce, publish, communicate or redistribute the Data or any part thereof, to any party, for any purpose whatsoever.
- Clause 4.1(b) shall not be construed or deemed to prohibit reproduction, publication, communication or redistribution of parts of the Data for public policy research or educational purposes, provided the source of the Data is acknowledged in all such documents or communications in the following manner:
 - "Source (or "Adapted from", if appropriate): Information Services Corporation, the Sask Surface Cadastral Dataset."

5.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE

5.1 The Sub-Licensee shall reproduce, include and maintain the following notice on all reproductions of the Data produced pursuant to section 3.1 above:

"Reproduced with the permission of Information Services Corporation."

6.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES

- 6.1 The Licensor makes no representations or warranties of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data, which is provided pursuant to this Licence at any time or from time to time, and expressly disclaims any implied warranty of merchantability or fitness for any particular purpose. If the Data is made available electronically, the Licensor does not represent, guarantee or warrant compatibility with past, current or future versions of computer software, including browsers, to access the Data.
- 6.2 By accepting this Agreement, whether electronically, verbally or in writing, the Sub-Licensee acknowledges having received notice of the Disclaimer set out in Paragraph 6.1 above and accepts the Data on an "as is" basis, without guarantees or warranties of any kind.
- 6.3 No oral or written information or advice given by the Licensor shall create or evidence, or be deemed to create or evidence, a contractual representation, warranty or guarantee of any kind. This Disclaimer shall survive the termination of this Agreement.
- 6.4 For and in consideration of the granting of the sub-licence contained in this Agreement and the provision of the Data pursuant thereto, the Sub-Licensee does, by accepting this Agreement, whether electronically, verbally or in writing, hereby release, remise and forever discharge the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever which the Sub-Licensee may suffer or incur at any time by reason of the Sub-Licensee's possession or use of the Data or arising out of the exercise by the Sub-Licensee of its rights hereunder. This Waiver and Release shall survive the termination of this Agreement.

- 6.5 The Sub-Licensee, by accepting this Agreement, whether electronically, verbally or in writing, agrees to indemnify and save harmless the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever (including personal injury or death or consequential business losses), which may be suffered or incurred by any person, corporation or organization, arising out of the Sub-Licensee's possession or use of the Data, including further distribution of the Data, Modifications or derivative data which contains in whole or in part the Data, or the exercise by the Sub-Licensee of its rights hereunder.
- The Sub-Licensee's obligation to indemnify the Licensor under this Agreement shall not affect or prejudice the Licensor in the exercise of any other rights or remedies it may lawfully seek to enforce or take the benefit of. This Indemnity shall survive the termination of this Agreement.

7.0 TERM

7.1 This Agreement is effective as of the date upon which it is accepted by the Sub-Licensee and shall remain in effect for a period of five (5) years, subject to section 8.0 below.

8.0 TERMINATION

- 8.1 Notwithstanding section 7.0 above, this Agreement may be terminated prior to its expiration:
 - (i) automatically and without notice, if the Sub-Licensee commits or permits a breach of any of its covenants or obligations under this Agreement;
 - (ii) upon written notice of termination by either party at any time, and such termination shall take effect thirty (30) days after the receipt by the other party of such notice; or
 - (iii) upon mutual agreement of the parties.
- 8.2 Upon the termination of this Agreement, for whatever reason:
 - (i) the Sub-Licensee's rights under section 3.0 shall immediately cease; and
 - (ii) the Sub-Licensee's obligations under section 6.0 (where applicable) shall survive.

9.0 GENERALITIES

9.1 Applicable Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of Saskatchewan and of Canada, as applicable.

9.2 Entire Agreement

This Agreement, together with Appendix "A" appended hereto, constitute the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

9.3 Alternate Dispute Resolution

If a dispute arises concerning this Agreement, or if a proposed modification of any term of this Agreement cannot be agreed between the parties, the parties shall attempt to resolve the matter first, by negotiation; second, by mediation by a mutually acceptable mediator; and third, failing these, the dispute shall be finally settled by binding arbitration in accordance with the rules of *The Arbitration Act*, 1992 (Saskatchewan), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the matter.

9.4 No notices

The Licensor assumes no obligation or liability whatsoever for the provision of updates to the Data or the provision of notices in relation thereto to the Sub-Licensee.

9.5 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

9.6 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective on the day first written above.

INFO	RMATION SERVICES CORPORATION,
by:	
	Madoka Otani
	Product Manager, Surveys and Geomatics
CAT	TERALL AND WRIGHT CONSULTING ENGINEERS,
by:	
	Brett LaRoche
	Principal Engineer

APPENDIX "A"

DESCRIPTION OF THE DATA

1. The Data is described as:

- 1. The urban municipal cadastral component of the Sask Surface Cadastral, which includes the geospatial data for one Urban Municipality, specifically described as follows:
 - Town of Dalmeny

END-USER LICENCE AGREEMENT FOR SASKATCHEWAN GOVERNMENT GEOGRAPHIC DATA

This licence agreement made effective as of the 1st day of November, 2022

BETWEEN:

INFORMATION SERVICES CORPORATION ("Licensor")

300, 10 Research Drive Regina, Saskatchewan S4S 7J7

AND:

TOWN OF DALMENY ("Licensee")

P.O. Box 400 Dalmeny, SK S0K 1E0

WITNESSES THAT:

- I WHEREAS the Licensor is the owner or licensee of intellectual property rights in the digital data (the "Data") contained in the database known as Sask Surface Cadastral Dataset;
- II AND WHEREAS the Licensee wishes to obtain certain rights to the Data, in accordance with the terms and conditions herein contained;
- **III AND WHEREAS** the Licensor wishes to grant to the Licensee certain rights to the Data, in accordance with the terms and conditions herein contained;
- IV AND WHEREAS the Licensor represents that it has full authority to grant the rights desired by the Licensee, in accordance with the terms and conditions herein contained;
- V AND WHEREAS the parties hereto are desirous of entering into a licence agreement on the basis herein set forth,

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1.0 **DEFINITIONS**

- 1.1 "Agreement" means this End-user licence agreement and all schedules annexed to this agreement as the same may be amended from time to time in accordance with the provisions hereof.
- 1.2 "Data" means any original and fixed digital data, meta-data, software or documentation licensed pursuant to the terms and conditions of this Agreement, described more fully in Schedule "A" attached hereto.
- 1.3 "Derived Products" means any product, system, sub-system, device, component, material or software, manufactured or caused to be manufactured by the Licensee, that derive from, but does not incorporate, the Data or parts thereof.
- 1.4 "Intellectual Property Rights" means any and all intellectual property rights recognized by the law, including but not limited to intellectual property rights protected through legislation, such as that governing copyright and patents.
- 1.5 **"Licensor's Data"** means that Data, the Intellectual Property Rights of which vest with the Licensor.
- 1.6 **"Licensor's Licensed Rights"** means those rights conferred upon the Licensor by third parties over the use of Data which is not the Licensor's Data.
- 1.7 **"Modifications"** means any modification, enhancement, translation, update or upgrade of all or any part of the Data, in any medium.

2.0 INTELLECTUAL PROPERTY RIGHTS

2.1 All title and Intellectual Property Rights in and to the Licensor's Data shall at all times remain the property of the Licensor. All title and Intellectual Property Rights in and to the Data which is not the Licensor's Data are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3.0 LICENCE GRANT

- 3.1 Subject to this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, world-wide, non-transferable, non-assignable, limited right and licence to exercise such of the Licensor's Licensed Rights and such of the Licensor's Intellectual Property Rights in the Data to use, reproduce, extract, modify, improve, translate, further develop the Data for the Licensee's own use. The Licensee may also cause to be manufactured Derived Products for further distribution, provided that these Derived Products do not contain any of the Data subject to this licence agreement.
- 3.2 The Licensee shall not make any use of the Data that is contrary to law or public policy or that, in the sole discretion of the Licensor, may bring the reputation of the Licensor into disrepute.
- 3.3 The Intellectual Property Rights arising from any Modification or from the manufacture of Derived Products, effected by or for the Licensee, shall vest in the Licensee or in such person as the Licensee shall decide.

4.0 RESTRICTIONS ON USE OF THE DATA

- 4.1 Notwithstanding section 3.1 above, the Licensee shall not, nor allow or direct any person to:
 - (a) disassemble, decompile or in any way attempt to reverse engineer software associated with the Data; or
 - (b) reproduce, publish, communicate or redistribute the Data, any Derived Products, or any part thereof, to any party, for any purpose whatsoever unless that party is a contractor of the Licensee doing work in support of the Licensee's purpose for obtaining such Data and that contractor has executed the Sub-License Agreement with ISC attached as Schedule "D" hereto.
- 4.2 Paragraph 4.1(b) shall not be construed or deemed to prohibit reproduction, publication, communication or redistribution of parts of the Data for public policy research or educational purposes, provided the source of the Data is acknowledged in all such documents or communications in the following manner:
 - "Source (or "Adapted from", if appropriate): Information Services Corporation, Sask Sask Surface Cadastral Dataset;
- 4.3 The Licensee shall comply with any and all additional restrictions on use set out in Schedule "B" attached hereto.

5.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE

5.1 The Licensee shall reproduce, include and maintain the following notice on all reproductions of the Data produced pursuant to section 3.1 above:

Reproduced with the permission of Information Services Corporation.

6.0 FEES AND ROYALTIES

6.1 In consideration of the rights and licenses granted under this Agreement, the Licensee shall pay to the Licensor the fees or royalties prescribed in Schedule "C" attached hereto, in the manner set out in said Schedule.

7.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES

- 7.1 The Licensor makes no representations or warranties of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data which is provided pursuant to this Licence at any time or from time to time, and expressly disclaims any implied warranty of merchantability or fitness for any particular purpose. If the Data is made available electronically, the Licensor does not represent, guarantee or warrant compatibility with past, current or future versions of computer software, including browsers, to access the Data.
- 7.2 By accepting this Agreement, whether electronically, verbally or in writing, the Licensee acknowledges having received notice of the Disclaimer set out above and accepts the Data on an "as is" basis, without guarantees or warranties of any kind.
- 7.3 No oral or written information or advice given by the Licensor shall create or evidence, or be deemed to create or evidence, a contractual representation, warranty or guarantee of any kind. This Disclaimer shall survive the termination of this Licence Agreement.
- Any sub-licence or further distribution of the Data obtained from the Licensor pursuant to this Agreement, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate the terms of the Disclaimer set out above, with such modification as may be required to fit the context of the sub-licence or further distribution.

- 7.5 For and in consideration of the granting of this Licence and the provision of the Data pursuant thereto, the Licensee does, by accepting this Agreement, whether electronically, verbally or in writing, hereby release, remise and forever discharge the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever which the Licensee may suffer or incur at any time by reason of the Licensee's possession or use of the Data or arising out of the exercise by the Licensee of its rights hereunder. This Waiver and Release shall survive the termination of this Licence Agreement.
- Any sub-licence or further distribution of the Data obtained from the Licensor pursuant to this Agreement, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate the terms of the Waiver and Release set out above, with such modification as may be required to fit the context of the sub-licence or further distribution.
- 7.7 The Licensee, by accepting this Agreement, whether electronically, verbally or in writing, agrees to indemnify and save harmless the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever (including personal injury or death or consequential business losses), which may be suffered or incurred by any person, corporation or organization, arising out of the Licensee's possession or use of the Data, including further distribution of the Data, modifications of the Data or derivative data which contains in whole or in part such Data, or the exercise by the Licensee of its rights hereunder.
- 7.8 The Licensee's obligation to indemnify the Licensor under this Licence Agreement shall not affect or prejudice the Licensor in the exercise of any other rights or remedies it may lawfully seek to enforce or take the benefit of. This Indemnity shall survive the termination of this Licence Agreement.
- Any sub-licence or further distribution of the Data obtained from the Licensor pursuant to this Agreement, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate a notice that the Licensor is fully indemnified by the Licensee in regard to any and all claims arising from the possession, use or further distribution of the Data by the Licensee.

8.0 TERM

8.1 This Agreement is effective as of the date upon which it is accepted by the Licensee and shall remain in effect for a period of five (5) years, subject to subsection section 9 below.

9.0 TERMINATION

- 9.1 Notwithstanding section 8.0 above, this Agreement may be terminated prior to its expiration:
 - (i) automatically and without notice, if the Licensee commits or permits a breach of any of its covenants or obligations under this Agreement;
 - (ii) upon written notice of termination by either party at any time, and such termination shall take effect thirty (30) days after the receipt by the other party of such notice; or
 - (iii) upon mutual agreement of the parties.
- 9.2 Upon the termination of this Agreement, for whatever reason:
 - (i) the Licensee's rights under section 3.0 shall immediately cease;
 - (ii) the Licensee's obligations under sections 6.0 (where applicable) and 7.0 shall survive; and
 - (iii) the Licensee's reporting obligations (where applicable) prescribed in Schedule "C" attached hereto shall survive.

10.0 GENERALITIES

10.1 Applicable Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Saskatchewan and of Canada, as applicable.

10.2 Entire Agreement

This Agreement, together with Schedules "A", "B" and "C" appended hereto, constitute the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

10.3 Assignment and Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither this Agreement, nor the rights and obligations of any party hereunder, shall be assigned or transferred without the prior written consent of the other party, except either party may assign all or any portion of this Agreement and its rights and obligations hereunder to: (a) an affiliate in connection with a reorganization or merger in the normal course of business; (b) a successor in a merger or reorganization; or (c) an entity that acquires all or substantially all of a party's business assets or shares in compliance with applicable Law. In such an event, the resulting affiliate, successor, or entity shall not be released from any obligations or other liability upon such assignment.

10.4 Alternate Dispute Resolution

If a dispute arises concerning this Agreement, or if a proposed modification of any term of this Agreement cannot be agreed between the parties, the parties shall attempt to resolve the matter first, by negotiation; second, by mediation by a mutually acceptable mediator; and third, failing these, the dispute shall be finally settled by binding arbitration in accordance with the rules of *The Arbitration Act*, 1992 (Saskatchewan), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the matter.

10.5 No notices

The Licensor assumes no obligation or liability whatsoever for the provision of updates to the Data or the provision of notices in relation thereto to the Licensee.

In acceptance of the foregoing, the parties have on the date set above apposed their signatures as follows:

INFO	ORMATION SERVICES CORPORATION,
by:	
	Madoka Otani Product Manager, Product Strategy, Surveys and Geomatics
TOW	'N OF DALMENY,
by:	
	Jim Weninger Chief Administrative Officer

SCHEDULE "A"

DESCRIPTION OF THE DATA

1. The Data is described as:

- 1. The urban municipal cadastral component of the Sask Surface Cadastral, which includes the geospatial data for one Urban Municipality, specifically described as follows:
 - Town of Dalmeny

2. Data Distribution

Initial delivery is the full Cadastral Data as described above, in Environmental Research Systems Institute (ESRI) ArcShape, NAD83 UTM Zone 13N Format. In order to maintain the data currency, the full Cadastral Data will be distributed on a quaterly basis, on the 12th business day following the 1st day of November, February, May and August to the Licensee, in the format described above.

The Licensee will be notified via electronic mail (townoffice@dalmeny.ca) when the Data is available through the ISC SFTP website, and the Licensee will be provided with a user name and password with which to access the SFTP website in order to download the Data.

SCHEDULE "B"

RESTRICTIONS ON USE

General restrictions are as described within this Licence Agreement.

Add further restrictions here, if necessary.

SCHEDULE "C"

FEES AND ROYALTIES

The fees under this Agreement are set by the Licensor and are subject to change at any time. If there is a change to the fees, ISC will provide written notification to the Licensee in advance of the fee change.

The Licensee agrees to pay to the Licensor for the Data provided under this Agreement the total annual fees indicated below, plus all applicable taxes.

The Licensor will provide an invoice to the Licensee on November 1 of each year or as soon after that date as is reasonably practicable.

The Licensee agrees to pay invoices from the Licensor within 30 days of issue and, if not paid within 30 days, interest will accrue on outstanding invoices at the rate of 2% per month until the date that payment is complete.

Annual Maintenance of Sask Surface Cadastral Dataset Cost:

Urban Municipality of Dalmeny (1 x \$253.63):	\$253.63
Distribution Fees (4 x \$50.73):	\$202.92
Total Annual Fees:	\$456.55

SCHEDULE "D"

SUB-LICENCE AGREEMENT

This sub-licence agreement made in duplicate effective as of the 1st day of November, 2022

BETWEEN:

INFORMATION SERVICES CORPORATION ("Licensor")

300, 10 Research Drive Regina, Saskatchewan S4S 7J7

AND:

CROSBY HANNA & ASSOCIATES ("Sub-Licensee")

407C 1st Avenue North Saskatoon, SK S7K 1X5

WITNESSES THAT:

- I WHEREAS the Licensor is the owner or licensee of intellectual property rights in the digital data (the "Data") contained in the database known as the Sask Surface Cadastral Dataset;
- II AND WHEREAS this Data has already been licensed to <u>Town of Dalmeny</u> (Licensee) and is subsequently being licensed to <u>Crosby Hanna & Associates</u> (Sub-Licensee);
- **III AND WHEREAS** the Sub-Licensee wishes to obtain certain rights to the Data, in accordance with the terms and conditions herein contained;
- IV AND WHEREAS the Licensor wishes to grant to the Sub-Licensee certain rights to the Data, in accordance with the terms and conditions herein contained;
- V AND WHEREAS the Licensor represents that it has full authority to grant the rights desired by the Sub-Licensee, in accordance with the terms and conditions herein contained;
- VI AND WHEREAS the parties hereto are desirous of entering into a sub-licence agreement on the basis herein set forth,

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Agreement" means this End-user sub-licence agreement and all appendices annexed to this End-user sub-licence agreement as the same may be amended from time to time in accordance with the provisions hereof.
- "Data" means any original and fixed digital data, meta-data, software or documentation licensed pursuant to the terms and conditions of this Agreement, described more fully in Appendix "A" attached hereto.
- 1.3 "Derived Products" means any product, system, sub-system, device, component, material or software, manufactured or caused to be manufactured by the Sub-Licensee, that derive from, but does not incorporate, the Data or parts thereof.
- 1.4 "Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation, such as that governing copyright and patents.
- 1.5 **"Licensor's Data"** means that Data, the Intellectual Property Rights of which vest in the Licensor.
- 1.6 **"Licensor's Licensed Rights"** means those rights conferred upon the Licensor by third parties over the use of Data which is not the Licensor's Data.
- 1.7 **"Modifications"** means any modification, enhancement, translation, update or upgrade of all or any part of the Data, in any medium.

2.0 INTELLECTUAL PROPERTY RIGHTS

2.1 All title and Intellectual Property Rights in and to the Licensor's Data shall at all times remain the property of the Licensor. All title and Intellectual Property Rights in and to the Data which is not the Licensor's Data are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3.0 LICENCE GRANT

3.1 Subject to this Agreement, the Licensor hereby grants to the Sub-Licensee a non-

exclusive, world-wide, non-transferable, non-assignable, limited right and licence to exercise such of the Licensor's Licensed Rights and such of the Licensor's Intellectual Property Rights in the Data to use, reproduce, extract, modify, improve, translate and/or further develop the Data for the Sub-Licensee's own use. The Sub-Licensee may also cause to be manufactured Derived Products for further distribution, provided that these Derived Products do not contain any of the Data subject to this Agreement.

- 3.2 The Sub-Licensee shall not make any use of the Data that is contrary to law or public policy or that, in the sole discretion of the Licensor, may bring the reputation of the Licensor into disrepute.
- 3.3 The Intellectual Property Rights arising from any Modification or from the manufacture of Derived Products, effected by or for the Sub-Licensee, shall vest in the Sub-Licensee or in such person as the Sub-Licensee shall decide.

4.0 RESTRICTIONS ON USE OF THE DATA

- 4.1 Notwithstanding section 3.1 above, the Sub-Licensee shall not, nor allow or direct any person to:
 - (a) disassemble, decompile or in any way attempt to reverse engineer software associated with the Data; or
 - (b) reproduce, publish, communicate or redistribute the Data or any part thereof, to any party, for any purpose whatsoever.
- 4.2 Clause 4.1(b) shall not be construed or deemed to prohibit reproduction, publication, communication or redistribution of parts of the Data for public policy research or educational purposes, provided the source of the Data is acknowledged in all such documents or communications in the following manner:
 - "Source (or "Adapted from", if appropriate): Information Services Corporation, the Sask Surface Cadastral Dataset."

5.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE

5.1 The Sub-Licensee shall reproduce, include and maintain the following notice on all reproductions of the Data produced pursuant to section 3.1 above:

"Reproduced with the permission of Information Services Corporation."

6.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES

- 6.1 The Licensor makes no representations or warranties of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data, which is provided pursuant to this Licence at any time or from time to time, and expressly disclaims any implied warranty of merchantability or fitness for any particular purpose. If the Data is made available electronically, the Licensor does not represent, guarantee or warrant compatibility with past, current or future versions of computer software, including browsers, to access the Data.
- By accepting this Agreement, whether electronically, verbally or in writing, the Sub-Licensee acknowledges having received notice of the Disclaimer set out in Paragraph 6.1 above and accepts the Data on an "as is" basis, without guarantees or warranties of any kind.
- 6.3 No oral or written information or advice given by the Licensor shall create or evidence, or be deemed to create or evidence, a contractual representation, warranty or guarantee of any kind. This Disclaimer shall survive the termination of this Agreement.
- For and in consideration of the granting of the sub-licence contained in this Agreement and the provision of the Data pursuant thereto, the Sub-Licensee does, by accepting this Agreement, whether electronically, verbally or in writing, hereby release, remise and forever discharge the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever which the Sub-Licensee may suffer or incur at any time by reason of the Sub-Licensee's possession or use of the Data or arising out of the exercise by the Sub-Licensee of its rights hereunder. This Waiver and Release shall survive the termination of this Agreement.
- 6.5 The Sub-Licensee, by accepting this Agreement, whether electronically, verbally or in writing, agrees to indemnify and save harmless the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever (including personal injury or death or consequential business losses), which may be suffered or incurred by any person, corporation or organization, arising out of the Sub-Licensee's possession or use of the Data, including further distribution of the Data, Modifications or derivative data which contains in whole or in part the Data, or the exercise by the Sub-Licensee of its rights hereunder.
- The Sub-Licensee's obligation to indemnify the Licensor under this Agreement shall not affect or prejudice the Licensor in the exercise of any other rights or remedies it may lawfully seek to enforce or take the benefit of. This Indemnity shall survive the termination of this Agreement.

7.0 TERM

7.1 This Agreement is effective as of the date upon which it is accepted by the Sub-Licensee and shall remain in effect for a period of five (5) years, subject to section 8.0 below.

8.0 TERMINATION

- 8.1 Notwithstanding section 7.0 above, this Agreement may be terminated prior to its expiration:
 - (i) automatically and without notice, if the Sub-Licensee commits or permits a breach of any of its covenants or obligations under this Agreement;
 - (ii) upon written notice of termination by either party at any time, and such termination shall take effect thirty (30) days after the receipt by the other party of such notice; or
 - (iii) upon mutual agreement of the parties.
- 8.2 Upon the termination of this Agreement, for whatever reason:
 - (i) the Sub-Licensee's rights under section 3.0 shall immediately cease; and
 - (ii) the Sub-Licensee's obligations under section 6.0 (where applicable) shall survive.

9.0 GENERALITIES

9.1 Applicable Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of Saskatchewan and of Canada, as applicable.

9.2 Entire Agreement

This Agreement, together with Appendix "A" appended hereto, constitute the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

9.3 Alternate Dispute Resolution

If a dispute arises concerning this Agreement, or if a proposed modification of any term of this Agreement cannot be agreed between the parties, the parties shall attempt to resolve the matter first, by negotiation; second, by mediation by a mutually acceptable mediator; and third, failing these, the dispute shall be finally settled by binding arbitration in accordance with the rules of *The Arbitration Act, 1992* (Saskatchewan), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the matter.

9.4 No notices

The Licensor assumes no obligation or liability whatsoever for the provision of updates to the Data or the provision of notices in relation thereto to the Sub-Licensee.

9.5 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

9.6 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective on the day first written above.

by: Madoka Otani Product Manager, Product Strategy, Surveys and Geomatics CROSBY HANNA & ASSOCIATES, by: Jim Walters

Principal Planner

APPENDIX "A"

DESCRIPTION OF THE DATA

1. The Data is described as:

- 1. The urban municipal cadastral component of the Sask Surface Cadastral, which includes the geospatial data for one Urban Municipality, specifically described as follows:
 - Town of Dalmeny