

TOWN OF DALMENY  
REGULAR COUNCIL MEETING  
MONDAY, OCTOBER 7, 2019  
DALMENY TOWN OFFICE

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

**ABSENT:** Councillor Christa-Ann Willems.

**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**

**385/19 – Russin/Redekop** – That the agenda for the Regular meeting of Council of the Town of Dalmeny for October 7, 2019 be adopted as presented.

Carried.

**MINUTES**

**386/19 – Redekop/Slack** – That the Minutes of the September 23, 2019 Regular Council meeting be approved as circulated.

Carried.

**SASKATCHEWAN MUNICIPAL AWARDS**

**387/19 – Slack/Redekop** – That the email of October 2, 2019 from Program Coordinator Katee Galandy from the Saskatchewan Municipal Awards Program regarding the Town's Nomination be acknowledged by Council.

Carried.

**ACCOUNTS PAYABLE**

**388/19 – Zoller/Bueckert** – That the accounts as detailed on the attached cheque listing and amounting to \$166,959.91 for the period ending October 4, 2019 and representing cheque numbers 14996 to 15035 be approved by Council.

Carried.

**PAYROLL**

**389/19 – Bueckert/Redekop** – That the payroll listing in the amount of \$24,869.64 for the period ending September 23, 2019 be approved by Council.

Carried.



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**PER DIEMS**

**390/19 – Bueckert/Zoller** – That the per diems in the amount of \$2,578.93 for the pay period ending October 31, 2019 be approved by Council.

Carried.

**SEPTEMBER TAX COMPARISONS**

**391/19 – Slack/Bueckert** - That the listing of outstanding municipal and school property tax comparisons, along with frontage taxes for the month of September be accepted by Council.

Carried.

**CORRESPONDENCE**

**392/19 – Redekop/Slack** – That the following correspondence be filed:

- A. Notice of Local Improvement Special Assessment and Board of Revision
- B. Rural Reconciliation: 2<sup>nd</sup> Annual Educational Gathering
- C. Saskatchewan's Public Opinion on Reconciliation

Carried.

**SREDA MINUTES**

**393/19 – Bueckert/Zoller** – That the Minutes of the September 24, 2019 SREDA Regional Committee Meeting and the SREDA Regional Committee Strategic Planning Workbook be accepted by Council.

Carried.

**PUBLIC MEETING**

A Public Meeting was held at 7:20 p.m. pertaining to the Discretionary Use Notice for a proposed Light Manufacturing Business with a small amount of welding that was mailed on September 19, 2019 to all residents within a 75-metre radius of Lot CC, Block 201, Plan 79S48873 and known civically as 416 Highway 305 West. The property is presently owned by 102082511 Saskatchewan Ltd.

There were no oral or written representations regarding this Discretionary Use Application.  
There were no members of the public that attended the meeting to speak to the Discretionary Use Application.

Fire Chief Rick Elder and Public Works Manager Jeff Johnson arrived at the meeting at 7:25 p.m.



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**BOARD OF REVISION DATE**

**394/19 – Russin/Bueckert** – That the Board of Revision date to hear appeals, if any regarding the 2019 Special Assessment levies, be set as Thursday, November 21, 2019 at 6:30 p.m. And that the Board of Revision consist of Mayor Jon Kroeker, Councillors Anna-Marie Zoller, and Greg Bueckert, with the Secretary to the Board be the Chief Administrative Officer Jim Weninger.

Carried.

Librarian Sheila Honeker arrived at the meeting at 7:28 p.m.

Recreation Manager Mat Halcro arrived at the meeting at 7:31 p.m.

**FIRE CHIEF'S REPORT**

**395/19 – Redekop/Slack** – That the Fire Chief's Quarterly Report for the period ending September 30, 2019 as presented by Fire Chief Rick Elder be accepted by Council.

Carried.

Fire Chief Rick Elder left the meeting at 7:36 p.m. and did not return.

**PUBLIC WORKS MANAGER'S REPORT**

**396/19 – Redekop/Slack** – That the Public Works Manager's Quarterly Report for the period ending September 30, 2019 as presented by the Public Works Manager Jeff Johnson be accepted by Council.

Carried.

Public Works Manager Jeff Johnson left the meeting at 7:40 p.m. and did not return.

**LIBRARIAN'S REPORT**

**397/19 – Redekop/Slack** – That the Librarian's Quarterly Report for the period ending September 30, 2019 as presented by Librarian Shelia Honeker be accepted by Council.

Carried.

Librarian Sheila Honeker left the meeting at 7:43 p.m. and did not return.

**RECREATION MANAGER'S REPORT**

**398/19 – Slack/Redekop** – That the Recreation Quarterly Report for the period ending September 30, 2019 as presented by Recreation Manager Mat Halcro be accepted by Council.

Carried.

Recreation Manager left the meeting at 7:44 p.m. and did not return.



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**DELEGATION: PRAIRIE SPIRIT SCHOOL DIVISION**

Delegate Trustee George Janzen and Chairperson Sam Dyck, both representing the Prairie Spirit School Division arrived at the meeting at 7:44 p.m. attended the meeting to discuss with Council the operations of the School Division, along with the possibility of a joint resolution to both parent organizations.

**EMO REPORT**

**399/19 – Redekop/Slack** – That the EMO Coordinator's Quarterly Report for the period ending September 30, 2019 as prepared by the EMO Coordinator Alicia Anderson be accepted by Council.

Carried.

**QUESTIONS FROM THE PUBLIC**

Denny Meyers and Bailey Meyers attended the Council meeting to request that the School Zone speed signs be seasonal, and allow for time of day instead of being 24/7/365 enforced.

Delegate Trustee George Janzen and Chairperson Sam Dyck, both representing the Prairie Spirit School Division left the meeting at 8:00 p.m. and did not return.

**CAO REPORT**

**400/19 – Slack/Redekop** – That the Chief Administrative Officer's Report as presented by the Chief Administrative Officer Jim Weninger for October 7, 2019 be accepted by Council.

Carried.

**APPLICATION FOR DISCRETIONARY APPROVAL**

**401/19 – Slack/Redekop** – That the Application for Discretionary Approval from Fusion Maintenance Group be referred to Kim Anderson of Robertson Stromberg and Jim Walters of Crosby Hanna & Associates, along with the President of Fusion Maintenance Group Ryan Kinequon.

Carried.

**BYLAW 18-2019 END-USER LICENSE AGREEMENT**

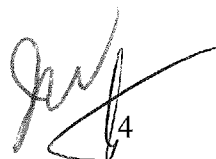
**402/19 – Bueckert/Slack** – That Bylaw 18-2019, a Bylaw to Provide for the Town of Dalmeny to Enter into an End-User License Agreement for Saskatchewan Government Geographic Data with Information Services Corporation be introduced and read a first time.

Carried.

The CAO read Bylaw 18-2019 for the first time.

**403/19 – Bueckert/Russin** – That Bylaw 18-2019 be read a second time.

Carried.



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The CAO read Bylaw 18-2019 a second time.

**404/19 – Zoller/Bueckert** – That Bylaw 18-2019 be given third reading at this meeting.

Carried Unanimously.

**405/19 – Russin/Redekop** – That Bylaw 18-2019 be read a third time and adopted.

Carried.

The CAO read Bylaw 18-2019 a third time, and the Mayor and CAO signed and sealed the bylaw.

**BYLAW 19-2019 SPECIAL ASSESSMENT WAKEFIELD AVENUE**

**406/19 – Russin/Bueckert** – That Bylaw 19-2019, a Bylaw to Authorize a Special Assessment with Respect to the Undertaking of Asphalt Pavement as a Local Improvement on Wakefield Avenue be introduced and read a first time.

Carried.

The CAO read Bylaw 19-2019 for the first time.

**407/19 – Russin/Slack** – That Bylaw 19-2019 be read a second time.

Carried.

The CAO read Bylaw 19-2019 a second time.

**408/19 – Zoller/Bueckert** – That Bylaw 19-2019 be given third reading at this meeting.

Carried Unanimously.

**409/19 – Zoller/Bueckert** – That Bylaw 19-2019 be read a third time and adopted.

Carried.

The CAO read Bylaw 19-2019 a third time, and the Mayor and CAO signed and sealed the bylaw.

**IN-CAMERA**

**410/19 – Zoller/Russin** – That Council move into the Committee of the Whole and that the session be “in camera” at 8:14 p.m.

Carried.



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**RECONVENE**

**411/19 – Bueckert/Russin** - That Council reconvene and report at 9:18 p.m.

Carried.

**ENTRANCE SIGN-DENIS DESIGN WORKS**

**412/19 – Bueckert/Russin** – That Denis Design Works be engaged to assist the Town of Dalmeny in finalizing the design concept for the Town's Entrance Sign at a cost of \$1,750.00, plus applicable taxes and that Roger Denis be advised of the same.

Carried.

**SALE OF FIRE TRUCK 22 - WOODLAND APPARATUS**

**413/19 – Slack/Redekop** – That the Town approve the sale of Truck 22 – the Existing Wildland Apparatus, as is, to the Town of Radisson for \$5,000.00, plus applicable taxes, and that Fire Chief Rick Elder determine when this apparatus will be given to the Town of Radisson.

Carried.

**TRAFFIC BYLAW AMENDMENT**

**414/19 – Slack/Redekop** – That the Traffic Bylaw be amended to provide time of day and seasonal speed limits as opposed to 24/7/365 enforcement.

A recorded vote was requested by Councillor Greg Bueckert.

**Votes For:**

Councillor Jon Redekop  
Councillor Ed Slack  
Mayor Jon Kroeker

**Votes Against:**

Councillor Anna-Marie Zoller  
Councillor Greg Bueckert  
Councillor Karly Russin

Defeated.

**ADJOURN**

**415/19 – Zoller/Bueckert** – That the meeting be adjourned. Time 9:30 p.m.

Carried.

Original Signed by Mayor Jon Kroeker



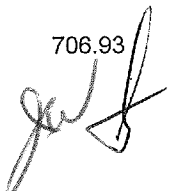
Original Signed by CAO Jim Weninger

Report Date  
10/04/2019 11:29 AM

Dalmeny  
**Accounts for Approval**  
As of 10/04/2019  
Batch: 2019-00050 to 2019-00052

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: AP - AP-GENERAL OPER</b>					
Computer Cheques:					
14996-Man	9/23/2019	Lorne Schmidt 6	ARENA SPRAYER RENTAL	150.00	150.00
14997-Man	9/24/2019	Dalmeny Insurance 5	2019 HANDIVAN PLATES	1,405.86	1,405.86
14998	9/30/2019	M.E.P.P. 200	MEPP PAYMENT SEPT	10,220.68	10,220.68
14999	9/30/2019	Minister of Finance 19	SEPTEMBER SCHOOL TAXES	41,662.94	41,662.94
15000	9/30/2019	Sask. Tel 341	SASKTEL PAYMENT	665.89	665.89
15001	9/30/2019	SaskEnergy Corp. 216	STREET LIGHTS	1,604.65	1,604.65
15002	10/07/2019	Allan's Disposal Services Ltd. 6688/5778/16769	EAST POND PORTABLE TOILET	454.31	454.31
15003	10/07/2019	Bell Mobility Inc. 27	AERATION BUILDING AUTODIALER	69.35	69.35
15004	10/07/2019	Canadian National Railways 91484781	SIGNAL MAINTENANCE	248.00	248.00
15005	10/07/2019	Christa Willems 15	SUMA REGIONAL MEETING	269.30	269.30
15006	10/07/2019	Crestline Coach Ltd. 14131M	2019 HANDI VAN FINAL PMT	81,241.23	81,241.23
15007	10/07/2019	Early's Farm and Garden Centre 527070	PAR 3 WEED SPRAY	453.60	453.60
15008	10/07/2019	First Filter Service 230041	PW-SHOP SUPPLIES	25.64	25.64
15009	10/07/2019	Great Plains College 5	EAST POND	10,000.00	10,000.00
15010	10/07/2019	Jenson Publishing 300053638	FIRE PREVENTION AD	48.30	48.30
15011	10/07/2019	Jon Kroeker 13	PRRC/SPBA MEETING/FOOD	295.92	295.92
15012	10/07/2019	Loblaws Inc. 13136/51342	ARENA BOOTH SUPPLIES	1,034.70	1,034.70
15013	10/07/2019	Mathew Halcro 19	MILEAGE 905 KM'S X.45	407.25	407.25
15014	10/07/2019	Midwest Surveys Inc. 0618SC	LEGAL SURVEY-M MCDONALD	2,667.50	2,667.50
15015	10/07/2019	Mini Tune Lawn & Landscape 33156/3085/3155	HUSTLER MOWER REPAIR/PARTS	706.93	706.93



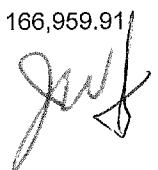
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
15016	10/07/2019	<b>Moody's Equipment</b> 547/22/42/92/61	RESPIRATOR/MUFFLER/FREIGHT	506.24	506.24
15017	10/07/2019	<b>MuniCode Services Ltd.</b> 49371	BUILDING INSPECTIONS	191.72	191.72
15018	10/07/2019	<b>Nor-Tec Linen Services</b> 178517	ARENA/OFFICE/POLICE MATS	112.62	112.62
15019	10/07/2019	<b>Pepsico Beverages Canada</b> 79874105	ARENA BOOTH SUPPLIES	465.55	465.55
15020	10/07/2019	<b>Pinnacle Dist.</b> S277591-00	ARENA JANITORIAL	362.72	362.72
15021	10/07/2019	<b>Prairie Mobile Communications</b> FASASIN1258	POLICE-PHONE SUPPLIES	47.16	47.16
15022	10/07/2019	<b>Precision Autodoor Systems Ltd</b> 6369	REPAIR ON ARENA DOOR	167.61	167.61
15023	10/07/2019	<b>Princess Auto</b> 2151336/2140218	PW-SHOP SUPPLIES	188.00	188.00
15024	10/07/2019	<b>Reed Security</b> 1454826	SECURITY CAMERAS	471.75	471.75
15025	10/07/2019	<b>Ricoh Canada Inc.</b> 175322	COMPUTER SUPPORT	91.58	91.58
15026	10/07/2019	<b>S.W.W.A.</b> 15	2019 SWWA CONFERENCE	2,352.00	2,352.00
15027	10/07/2019	<b>Sask Research Council</b> 627/862/394/6/5	WATER LAB TESTING	192.94	192.94
15028	10/07/2019	<b>Sask. Government Insurance</b> 136	1990 GRAVEL TRUCK PLATES	1,145.94	1,145.94
15029	10/07/2019	<b>South Side Auto &amp; Fabrication</b> 2039/1800	VEHICLE STORAGE/BRUSH TRUCK	2,980.70	2,980.70
15030	10/07/2019	<b>SPI Health and Safety Inc.</b> 10676766-00	PW-SHOP SUPPLIES	33.27	33.27
15031	10/07/2019	<b>Stevenson Industrial</b> 17858	ICE PLANT START UP	539.47	539.47
15032	10/07/2019	<b>Surge Ahead Electrical</b> 257	RED BARN- EXIT SIGN	88.80	88.80
15033	10/07/2019	<b>SVP Envoyer paiement a</b> 6365517	6 WATER METERS	2,554.25	2,554.25
15034	10/07/2019	<b>Swish-Kemsol</b> 263980/264027	OFFICE/ARENA JANITORIAL	663.49	663.49
15035	10/07/2019	<b>The Wireless Age</b> 251036-92	POLICE RADIO	172.05	172.05

Total for AP: 166,959.91





Report Date  
10/04/2019 11:29 AM

Dalmeny  
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As of 10/04/2019  
Batch: 2019-00050 to 2019-00052

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
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Certified Correct This ~~October~~ 4, 2019

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

## Payor/Payee's List Ready for Manual Release

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### Payor/Payee Name

Anderson, Scott  
Bates, Lyle  
Berrecloth, Colleen  
Bonin, Edmund  
Cowley, Cody  
Derksen, Crystal  
Dyck, Bradley  
Elder, Rick  
Furl, Bonnie  
Halcro, Mathew  
Honeker, Sheila  
Janzen, Kelly  
Johnson, Jeffrey  
Klein, Marlys  
Mossop, Edward  
Rowe, Scott  
Sonmor, Rick  
Splawinski, Scott  
Trayhorne, Laurelea  
Van Meter, Christine  
Weninger, Jim

Rec Type	Amount
C	1327.56
C	552.98
C	442.94
C	1208.10
C	881.67
C	232.39
C	1571.77
C	1350.55
C	343.68
C	1286.71
C	233.60
C	1318.61
C	1625.51
C	805.80
C	2100.09
C	2120.20
C	1575.52
C	1250.00
C	518.81
C	1447.45
C	2675.70

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24,869.64



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

Current System Date: 2019-Oct-01    UserID: CUPSSD3380

## Payor/Payee's List Ready for Manual Release

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Payor/Payee Name	Rec Type	Amount
<u>Anderson, Alicia</u>	C	170.69
<u>Bueckert, Greg</u>	C	301.94
<u>Hueser, Wilbur</u>	C	170.69
<u>Kroeker, Jonathan</u>	C	661.26
<u>Redekop, Jonathan</u>	C	301.94
<u>Russin, Karly</u>	C	301.94
<u>Slack, Edward</u>	C	301.94
<u>Willems, Christa- Ann</u>	C	66.59
<u>Zoller, Anna-Marie</u>	C	301.94

2,578.93

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**TOWN OF DALMENY**

**BYLAW NO. 18-2019**

**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 18-2016 is hereby repealed effective November 1, 2019.

Original Signed by Mayor Jon Kroeker



Original Signed by CAO Jim Weninger

**END-USER LICENCE AGREEMENT  
FOR SASKATCHEWAN GOVERNMENT GEOGRAPHIC DATA**

This licence agreement made effective as of the 1<sup>st</sup> day of November, 2019

**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 Datasets*;
- 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 Surface Cadastral Datasets;*
- 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.
- 7.4 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.
- 7.6 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.
- 7.9 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 three (3) 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 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.

10.4 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 Licensee.

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

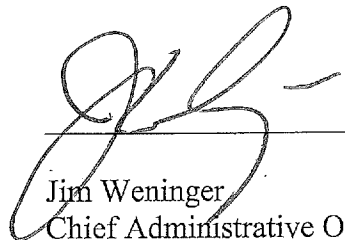
**INFORMATION SERVICES CORPORATION,**

by: \_\_\_\_\_

Madoka Otani  
Product Manager, Surveys and Geomatics

**TOWN 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 quarterly basis, on the 12<sup>th</sup> business day following the 1<sup>st</sup> day of November, February, May and August to the Licensee, in the format described above.

The Licensee will be notified via electronic mail ([dalmenytownoffice@sasktel.net](mailto:dalmenytownoffice@sasktel.net)) when the Data is available through the ISC FTP website, and the Licensee will be provided with a user name and password with which to access the FTP website in order to download the Data.



## **SCHEDULE "B"**

### **RESTRICTIONS ON USE**

General restrictions are as described within this Licence Agreement.

**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 annual 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:

Sask Surface Cadastral for Town of Dalmeny:	\$253.63
Distribution Fees (4 x \$50.73):	\$202.92
<b>Total Annual Fees:</b>	<b>\$456.55</b>

**SCHEDULE "D"**

**SUB-LICENCE AGREEMENT**

**This sub-licence agreement made in duplicate effective as of the 1<sup>st</sup> day of November, 2019**

**BETWEEN:**

**INFORMATION SERVICES CORPORATION ("Licensor")**

**300, 10 Research Drive  
Regina, Saskatchewan  
S4S 7J7**

**AND:**

**CROSBY HANNA & ASSOCIATES ("Sub-Licensee")**

**407C 1<sup>st</sup> 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 *Town of Dalmeny* (Licensee) and is subsequently being licensed to *Crosby Hanna & Associates* (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.
- 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 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.
- 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.

6.6 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 three (3) 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.

**INFORMATION SERVICES CORPORATION,**

by: \_\_\_\_\_

Madoka Otani  
Product Manager, 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

**SCHEDULE "D"**

**SUB-LICENCE AGREEMENT**

This sub-licence agreement made in duplicate effective as of the 1<sup>st</sup> day of November, 2019

**BETWEEN:**

**INFORMATION SERVICES CORPORATION ("Licensor")**

300, 10 Research Drive  
Regina, Saskatchewan  
S4S 7J7

**AND:**

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

1221 8<sup>th</sup> 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 *Town of Dalmeny* (Licensee) and is subsequently being licensed to *Catterall and Wright Consulting Engineers* (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.
- 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 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.
- 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.

6.6 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 three (3) 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.

**INFORMATION SERVICES CORPORATION,**

by: \_\_\_\_\_

Madoka Otani  
Product Manager, Surveys and Geomatics

**CATTERALL 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

**BYLAW NO. 19-2019**

**TOWN OF DALMENY**

**A BYLAW TO AUTHORIZE A SPECIAL ASSESSMENT WITH RESPECT TO THE  
UNDERTAKING OF ASPHALT PAVEMENT AS A LOCAL IMPROVEMENT**

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

1. A special assessment is authorized and shall be charged against all lands shown in the special assessment roll (identified as schedule "A", attached to and forming part of this bylaw) as follows:
2. The estimated special assessment rate on a prepaid basis will be payable in one lump sum consisting of the base amount of \$2,000.00, plus an amount determined by multiplying the assessed value of the individual homeowner's property by a factor dependent on the area of the property. If not prepaid, in seven equal annual instalments of principal, plus interest:
  - a. In partial payment prior to December 31, 2019 with the balance to be prorated over the same 7 year period (2020 to 2026) with an interest rate of 5 percent.
  - b. Full remaining balance may be paid in January of each year during the 7 year period with the interest rate being prorated based on the time of payment.
3. The amounts fixed in 2(a) and 2(b) above include interest at the rate of 5 per cent per annum.

Original Signed by Mayor Jon Kroeker



Original Signed by CAO Jim Weninger

# Special Assessment Roll

Town of Dalmeny

BYLAW TO UNDERTAKE WORK: #10-2018

## LOCAL IMPROVEMENT SPECIAL ASSESSMENT ROLL (Schedule "A" to Special Assessment Bylaw 19-2019)

Description of Local Improvement: Road Reconstruction 2018

LIFETIME OF WORK: 7 YEARS

Number of Installments: 7

From 2020 to 2026

Assessed Owner	Mailing Address	Civic Address	Parcel Number	Lot	Block	Plan	Basis of Assessment	Base Amount	Minimum Percentage Benchmark	Maximum Percentage Benchmark	Minimum Area Benchmark	Maximum Area Benchmark	Assessed Value of Individual Homeowner's Property	Area of Individual Homeowner's Property	Prepaid Rate	Interest Rate	No. of Years	Installment Amount	Remarks
Salton and Christa-Ann Willems	Box 878, Dalmeny	134 First Street	118577436	7	11	77531581	Flankage	2,000.00	1.5	2.0	1000	2500	\$917,900.00	1600	3,697.05	5%	7	636.92	
Matt Peterson	Box 525, Dalmeny	200 First Street	120894217	28	8	101680477	Flankage	2,000.00	1.5	2.0	1000	2500	\$271,900.00	1170	3,116.29	5%	7	536.55	
James and Susan Minty	Box 542, Dalmeny	134 Prairie Street	118577414	1	12	77531581	Flankage	2,000.00	1.0	1.5	0	1000	\$280,600.00	940	3,062.41	5%	7	529.24	
Brad Gjerde and Wendy Fortner	Box 1012, Dalmeny	135 Prairie Street	118577425	6	11	77531581	Flankage	2,000.00	1.0	1.5	0	1000	\$324,700.00	910	3,362.19	5%	7	581.05	
Kent Robert	Box 931, Dalmeny	201 Prairie Street	118578291	17	8	77531898	Flankage	2,000.00	1.5	2.0	1000	2500	\$289,400.00	1050	3,199.44	5%	7	552.92	
Maynard and Sharen Wlens	Box 718, Dalmeny	202 Prairie Street	118578303	7	10	77515348	Flankage	2,000.00	1.0	1.5	0	1000	\$362,000.00	850	3,579.25	5%	7	618.56	
Totals															20,016.63			3,459.24	

Original Signed by CAO Jim Weninger . Certified:

