



**COUNCIL MEETING**  
**Monday, August 22, 2022**  
**6:30 p.m.**  
**Council Chambers, City Hall**

PAGE 1

Page

**ADOPTION OF AGENDA**

Adoption of Agenda.

**ADOPTION OF MINUTES**

Adoption of minutes of the regular Council meeting held July 25, 2022.

**PROCLAMATIONS**

Chris Martens, Community Relations Coordinator, and Kimi Duzan, Regional Director, of the SaskAbilities will attend to proclaim August 21 to August 27, 2022 as “SaskAbilities Awareness Week”.

**DELEGATIONS**

**PUBLIC HEARINGS/PUBLIC NOTICE MATTERS/ORDERS**

**ITEMS FOR ACTION**

- 1 Accounts.
- 9 Report regarding Electrical Rate Increase – September 2022.
- 17 Report regarding Combined Water and Wastewater Rate Increase – September 2022.
- 20 Report regarding East Landfill Operation Services Contract.
- 39 Report regarding Accessible Washroom Award – New Southside Park Project.
- 41 Report regarding Society for the Prevention of Cruelty to Animals – Lease Agreement.
- 48 Report regarding Proposal to Subdivide for Bare Land Condominiums in Lots 15 & 16, Block M, Plans DX4304 and 101647773 (435 & 437 – 7<sup>th</sup> Avenue NE).
- 52 Reports regarding Acquisition of Electrical Franchise Area.



**COUNCIL MEETING**  
*Monday, August 22, 2022*  
*6:30 p.m.*  
*Council Chambers, City Hall*

PAGE 2

---

**REPORTS FOR INFORMATION**

**BYLAWS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**COMMUNICATIONS**

**ITEMS REQUESTED TO BE DISCUSSED EN CAMERA**

**REPORTS OF COUNCIL MEMBERS/ENQUIRIES**

**ADJOURNMENT**

**NEXT MEETING DATE:**

**Tuesday, September 6, 2022 – 6:30 p.m.**

July 27, 2022

TO: Council

FROM: Kari Cobler, General Manager of Corporate Services

RE: Accounts

Enclosed are the General Revenue Fund Disbursements for the period  
July 12-27, 2022

	<u>Current</u>	<u>Year to Date</u>
Regular Accounts (2022)	286,148.97	2,458,280.18
Payroll Benefits	351,965.43	5,731,523.76
School Payments (Holy Trinity RCSSD #22)	-	735,798.42
School Payments (Minister of Finance)	-	4,327,348.23
Sask Power - (Energy Purchase)	255,021.48	7,020,608.53
Sask Power	12,730.22	158,859.39
SaskEnergy	14,713.01	415,928.75
SaskTel	15,227.61	111,079.40
<b>General Contractors:</b>		
AECom Canada Ltd	-	17,393.11
Anthratech Western Inc	-	15,661.79
Associate Engineering (Sask) Ltd	-	20,425.50
ATS Traffic	-	34,391.59
B & A Petroleum	66,064.80	393,627.98
Blenders	-	31,995.00
Blue Hill Excavating	-	48,302.10
Brenntag Canada Inc	46,893.00	46,893.00
Canadian Pacific Railway	-	17,091.22
Cansel Survey Equipment	14,684.17	16,117.51
CDW Canada	49,618.51	104,997.93
Chemtrade West	30,465.02	150,474.48
Chinook Regional Library	226,606.50	453,213.00
Choice Electrical Supply	-	93,606.70
Cleartech Industries Inc	-	102,710.04
Comprehensive Community Swift Current Inc	-	10,250.00
Country Club Distributors	18,982.42	70,910.46
Cummins Western Canada	-	10,630.58
Cypress Health Region	327,450.00	328,263.29
Dave's Trucking & Skid Steer	-	15,697.50
Delco Automation Inc	-	52,998.06
Double Dare Design	-	63,546.79
Early's Farm & Garden Inc	-	16,115.97
Econolite Canada Inc	-	25,382.70
Eecol Electric Ltd	-	46,978.96
Elevation Landscaping Inc	-	33,811.05
Emco	-	53,186.81
Fauser Energy	11,643.46	11,643.46

Fer-Marc Equipment	10,136.84	41,356.31
Flaghouse	-	15,345.46
FP Teleset	-	73,500.00
Full Line Ag Sales Ltd	-	82,797.37
Gescan	28,185.12	77,975.84
GFL Environmental Inc	-	23,393.16
Giesbrecht, Les	-	69,457.50
Golden West Broadcasting	17,463.60	31,278.28
Gordon Ralph Tams	-	22,116.23
Granicus, LLC	-	11,757.92
Guillevin International Co	-	50,985.89
Harbuilt Construction Ltd	-	1,401,025.58
HJR Asphalt	-	36,585.64
Imaginit Saskatchewan	-	20,618.69
Impac Canada	-	133,298.66
Insight Canada Inc	12,350.15	64,854.56
IRC Building Science Group	-	15,225.00
Itron	37,740.00	85,525.50
Jet Construction Ltd	-	11,766.00
JMP Solutions	-	13,692.96
Kim & Yan Clean	-	68,816.70
KK Golf Management	26,407.75	263,545.60
Klein's Electrical Inc	-	17,722.45
KMS Construction	-	200,051.30
Knudsen Excavating	-	239,351.80
Kramer Holding Inc	-	28,549.20
Len's Plumbing & Heating	-	37,691.65
Line West Ltd	-	97,411.14
Martin Deerline	-	26,677.74
Mastec Canada Inc	-	502,564.32
Metercor Inc	-	30,809.83
Microage	-	114,397.82
Mid Contiental Pump Supply	-	37,145.04
MNP LLP	-	18,651.15
Mobile Paving	940,494.90	1,249,366.25
MPE Engineering Ltd	-	33,386.36
Nijo Yard Supplies	-	29,816.04
Nutrien Ag Solutions	-	13,406.40
Oracle Corporation Canada	-	43,831.48
Pacific Flow Control Ltd	-	24,093.66
Perfectmind	-	11,865.00
Plato's Superior Roofing Ltd	-	134,436.54
Prairie Central Line Supply	-	47,439.30
Precision Paving Stone & Lands	-	29,204.80
PTW Facility	-	28,874.91
Ram Air Gear Dryer	-	10,258.41
Rawhide Supplements Ltd	-	17,220.27

RCMP	-	1,699,762.00
Rhettro's Bobcatting Service	-	32,838.75
Riverdene Garden Centre	-	28,115.62
Riverside Electric Ltd	15,926.27	129,230.47
Robertson Family Group	-	26,725.07
Rock Solid Trucking	11,228.18	81,961.43
Rocky Mountain Phoenix	-	41,343.06
Saasycloud.com Inc	-	43,531.43
Sask Asphalt Maintenance	10,989.00	43,956.00
Saskatchewan Abilities Council	59,567.09	395,101.87
Saskatchewan Public Safety Agency	-	26,151.30
See More Green (SMG)	-	58,543.67
SGI	-	90,294.93
Shaw's Electric Ltd	-	15,405.20
Snap-on Tools (J-Star Tools)	-	15,534.45
Souris Valley Industries	-	18,296.76
Sound Horticulture	-	26,435.12
Southern Star Trucking	11,820.38	71,520.95
Southwest Cultural Development Group	-	64,500.00
Southwest Paving	-	141,178.68
Standard Motors	-	67,226.82
Stella-Jones	-	33,882.75
Stevenson Industrial Refrigeration	-	142,068.70
SUMA	-	21,373.31
Swift Current Bronco Hockey Club	-	19,498.08
Swift Current Chamber of Commerce	-	15,972.00
Swift Current Downtown Heritage	-	20,000.00
Swift Current Lions Club	-	12,000.00
Teamviewer Inc	-	26,839.20
Top Shot Concrete Inc	-	141,858.00
Tourism Swift Current	-	112,250.00
Trail Excavating	-	225,408.97
Trans Canada Contracting Ltd	-	753,584.84
Triways Disposal Services	108,228.86	741,990.59
Valmont West Coast Engineering	-	79,744.35
Vermeer Canada Inc	-	22,906.17
Vipond Inc	12,698.40	15,218.40
Wastequip LLC	-	40,228.27
Western Fitness Equipment	10,001.10	10,001.10
Western Underground Consulting	-	20,848.04
Westland Insurance Group Ltd	-	472,740.92
Wiebe Contracting Ltd	-	86,975.83
Wilf's Oilfield Service	-	31,035.60
Wolseley	-	20,037.17
WSP Canada Group Ltd	20,231.41	159,995.96
Xylem Water Solutions	-	92,623.95
<b>TOTAL</b>	<b>\$ 3,061,683.65</b>	<b>\$ 35,321,620.73</b>

**RECOMMENDATION:**

I recommend that \$3,061,683.65 in disbursements be approved.


**REPORT PREPARED BY:**

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: 

APPROVAL: 

I concur with the recommendation

  
\_\_\_\_\_  
Tim Marcus, CAO

August 5, 2022

TO: Council

FROM: Kari Cobler, General Manager of Corporate Services

RE: Accounts

Enclosed are the General Revenue Fund Disbursements for the period  
July 28 - Aug 5, 2022

	<u>Current</u>	<u>Year to Date</u>
Regular Accounts (2022)	193,237.68	2,582,725.47
Payroll Benefits	394,373.07	6,125,896.83
School Payments (Holy Trinity RCSSD #22)	174,521.59	910,320.01
School Payments (Minister of Finance)	763,362.50	5,090,710.73
Sask Power - (Energy Purchase)	858,200.06	7,878,808.59
Sask Power	-	158,859.39
SaskEnergy	-	415,928.75
SaskTel	-	111,298.66
 <b>General Contractors:</b>		
AECom Canada Ltd	-	17,393.11
Anthratch Western Inc	-	15,661.79
Associate Engineering (Sask) Ltd	-	20,425.50
ATS Traffic	-	38,787.19
B & A Petroleum	64,814.90	458,442.88
Blenders	-	31,995.00
Blue Hill Excavating	-	48,302.10
Brenntag Canada Inc	-	46,893.00
Canadian Pacific Railway	-	17,744.22
Cansel Survey Equipment	-	16,117.51
CDW Canada	-	105,755.60
Chemtrade West	15,211.60	165,686.08
Chinook Regional Library	-	454,113.00
Choice Electrical Supply	-	93,606.70
Clartech Industries Inc	22,974.88	125,684.92
Comprehensive Community Swift Current Inc	-	10,250.00
Country Club Distributors	-	71,438.20
Cummins Western Canada	-	10,630.58
Cypress Health Region	-	328,263.29
Dave's Trucking & Skid Steer	-	15,697.50
Delco Automation Inc	-	52,998.06
Double Dare Design	-	63,546.79
Early's Farm & Garden Inc	14,048.18	30,164.15
Econolite Canada Inc	-	25,382.70
Eecol Electric Ltd	-	47,660.28
Elevation Landscaping Inc	-	33,811.05
Emco	-	54,595.40
Fauser Energy	-	15,377.77

Fer-Marc Equipment	-	41,356.31
Flaghouse	-	15,345.46
FP Teleset	-	73,500.00
Full Line Ag Sales Ltd	-	82,797.37
Gescan	-	77,975.84
GFL Environmental Inc	105,000.00	128,393.16
Giesbrecht, Les	21,367.50	90,825.00
Golden West Broadcasting	-	31,278.28
Gordon Ralph Tams	-	22,116.23
Granicus, LLC	-	11,757.92
Guillevin International Co	-	51,935.55
Harbuilt Construction Ltd	-	1,401,025.58
HJR Asphalt	-	36,585.64
Imaginit Saskatchewan	-	20,618.69
Impac Canada	-	133,298.66
Insight Canada Inc	-	65,296.09
IRC Building Science Group	-	15,225.00
Itron	-	85,525.50
Jet Construction Ltd	-	15,346.91
JMP Solutions	-	13,692.96
Kim & Yan Clean	-	68,816.70
KK Golf Management	-	268,795.60
Klein's Electrical Inc	-	19,027.19
KMS Construction	-	200,051.30
Knudsen Excavating	10,900.20	250,751.50
Kramer Holding Inc	-	34,432.20
Len's Plumbing & Heating	-	42,092.00
Line West Ltd	-	97,411.14
Martin Deerline	-	26,677.74
Mastec Canada Inc	-	502,564.32
Metercor Inc	-	30,809.83
Microage	-	118,067.21
Mid Contiental Pump Supply	-	37,145.04
MNP LLP	-	18,651.15
Mobile Paving	567,046.43	1,816,412.68
Morley Johannesson	82,492.43	82,492.43
MPE Engineering Ltd	-	35,629.69
Nijo Yard Supplies	-	29,976.99
Nutrien Ag Solutions	-	13,406.40
Oracle Corporation Canada	-	43,831.48
Pacific Flow Control Ltd	-	24,093.66
Perfectmind	-	11,865.00
Plato's Superior Roofing Ltd	-	134,436.54
Prairie Central Line Supply	-	47,439.30
Precision Paving Stone & Lands	-	29,204.80
PTW Facility	-	28,874.91
Ram Air Gear Dryer	-	10,258.41



Rawhide Supplements Ltd	-	17,220.27
RCMP	-	1,699,762.00
Rhettro's Bobcatting Service	-	32,838.75
Rhino Technical Services Inc	39,606.35	39,606.35
Riverdene Garden Centre	-	28,115.62
Riverside Electric Ltd	11,224.72	140,455.19
Robertson Family Group	-	28,361.59
Rock Solid Trucking	-	89,121.38
Rocky Mountain Phoenix	-	41,343.06
Saasycloud.com Inc	-	44,252.93
Sask Asphalt Maintenance	-	43,956.00
Saskatchewan Abilities Council	-	395,101.87
Saskatchewan Public Safety Agency	-	26,151.30
See More Green (SMG)	-	63,511.24
SGI	31,032.80	121,327.73
Shaw's Electric Ltd	-	15,405.20
Snap-on Tools (J-Star Tools)	-	15,534.45
Spray-on Solutions	22,309.14	28,609.14
Souris Valley Industries	-	18,296.76
Sound Horticulture	-	26,435.12
Southern Star Trucking	-	71,520.95
Southwest Cultural Development Group	-	64,500.00
Southwest Paving	-	145,790.73
Standard Motors	-	67,848.67
Stella-Jones	-	33,882.75
Stevenson Industrial Refrigeration	97,236.00	239,304.70
SUMA	-	21,417.59
Swift Current Bronco Hockey Club	-	19,498.08
Swift Current Chamber of Commerce	-	15,972.00
Swift Current Downtown Heritage	-	20,000.00
Swift Current Lions Club	-	12,000.00
Teamviewer Inc	-	26,839.20
Top Shot Concrete Inc	-	141,858.00
Tourism Swift Current	-	112,250.00
Trail Excavating	-	225,408.97
Trans Canada Contracting Ltd	-	753,584.84
Triways Disposal Services	-	743,058.41
Valmont West Coast Engineering	-	79,744.35
Vermeer Canada Inc	-	22,906.17
Vipond Inc	-	15,218.40
Wastequip LLC	-	40,228.27
Western Fitness Equipment	-	10,001.10
Western Underground Consulting	-	20,848.04
Westland Insurance Group Ltd	-	472,740.92
Wiebe Contracting Ltd	10,908.42	97,884.25
Wilf's Oilfield Service	-	31,035.60
Wolseley	11,139.41	31,176.58

WSP Canada Group Ltd  
Xylem Water Solutions  
**TOTAL**

11,334.23	171,330.19
-	92,623.95
<u>\$ 3,522,342.09</u>	<u>\$ 38,843,962.82</u>

**RECOMMENDATION:**

I recommend that \$3,522,342.09 in disbursements be approved.

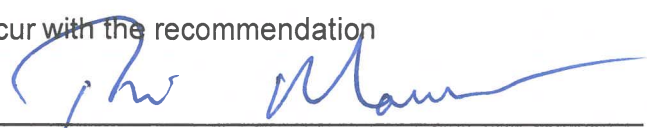
**REPORT PREPARED BY:**

Lisa Hagen, Accounts Payable Supervisor

SIGNATURE: 

APPROVAL: 

I concur with the recommendation

  
\_\_\_\_\_  
Tim Marcus, CAO



# City of Swift Current

## C.A.O. Report

---

**Date:** August 11, 2022

**To:** Chief Administrative Officer

**From:** General Manager of Infrastructure and Operations  
General Manager of Corporate Services

**Subject:** **Electrical Rate Increase – September 2022**

---

### **BACKGROUND**

On February 24<sup>th</sup>, 2022, SaskPower submitted a rate application to the Saskatchewan Rate Review Panel for system average rate increases of 4.0% effective September 1<sup>st</sup>, 2022, and of 4.0% effective April 1<sup>st</sup>, 2023. The main driver of the rate increase is the increased cost of fuel, led by increased renewables and higher natural gas prices. The Saskatchewan Rate Review Panel was mandated by the Minister of the Crown Investment Corporation to review the rate application and make a recommendation on SaskPower's application no later than July 12<sup>th</sup>, 2022.

On July 11<sup>th</sup>, 2022, the Saskatchewan Rate Review Panel submitted its report to the Minister responsible for Crown Investments Corporation of Saskatchewan recommending:

1. That the proposed 4% rate increase effective September 1<sup>st</sup>, 2022, be approved.
2. That the proposed 4% rate increase effective April 1<sup>st</sup>, 2023, be approved pending a financial review submitted to the Panel no later than December 1<sup>st</sup>, 2022; and,
3. That the proposed design for rate rebalancing be approved.

On July 28<sup>th</sup>, 2022, the Provincial Government Cabinet approved the Saskatchewan Rate Review Panel's recommendations for an increase of 4.0% effective September 1<sup>st</sup>, 2022, an increase of 4.0% effective April 1<sup>st</sup>, 2023, and approved the plan for rate rebalancing and a shift in rate design methodology.

Currently, SaskPower has some of its fixed costs built into the variable energy charge. Rebalancing the rate requires SaskPower to revise its existing rate structure, ensuring that each component of the rates is more accurately charged to reflect the costs of serving each customer. SaskPower will be using a staged approach over several rate applications to minimize the impact of the change. For City of Swift Current Light & Power customers, this

rate rebalancing will shift costs from the energy component (kilowatt hours used) to the service charge and demand (kVA used) components. This shift will result in lower energy usage customers seeing a larger percentage increase than higher energy usage customers.

It is also important to note that a system average rate increase may affect individual customer rate classes differently, resulting in some customer rate classes seeing higher or lower rate increases than the average. Light & Power customer rate classes will see a slightly higher average rate increase as a result.

Light & Power maintains its electric rate structure similar to SaskPower to ensure equity between our customers and other electric customers in Saskatchewan. This electric rate equity also ensures that the City of Swift Current remains in a competitive position when attracting and retaining industrial, commercial, and residential customers.

### **DISCUSSION**

Light & Power is recommending implementation of the 4.0% system average electric rate increase effective September 1<sup>st</sup>, 2022.

All Light & Power Residential customers will see an average increase of 4.0% which results in an average monthly increase of \$5.35 for an apartment, \$6.93 for an average home and \$8.37 for a large residence.

All Small & Medium Commercial customers will see an average increase of 4.0% of their total annual billing. Large Commercial customers will also see an average increase of 4.0% of their total annual billing.

### **RECOMMENDATION**

THAT Notice of Motion be given at this time by advising the public of Council's intention to adjust the electric current usage rates, by way of incorporation of the attached Schedule "A" to Bylaw No. 6 - 1989, being the Electrical Utility Bylaw, effective September 1<sup>st</sup>, 2022 billing period.



---

Mitch Minken, General Manager of Infrastructure & Operations

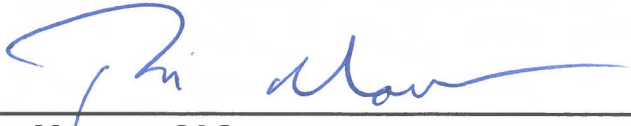
  


---

Kari Cobler, General Manager of Corporate Services

**CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**

---

**City of Swift Current – Light & Power**

---

**SCHEDULE “A”**

**ELECTRIC RATE INDEX**

<b>RATE CLASS</b>	<b>PAGE</b>
RESIDENTIAL.....	2
LARGE COMMERCIAL .....	3
MEDIUM COMMERCIAL.....	3
SMALL COMMERCIAL.....	4
COMMERCIAL – MUTLI FAMILY RESIDENTIAL .....	4
MUNICIPAL .....	5
SCHOOLS & HEALTH FACILITIES.....	5

# City of Swift Current – Light & Power

---

## RESIDENTIAL

**Rate Code:** EL

**Applicability:** Individually metered residential premises, including apartment buildings except the house/block meter. The monthly service charge is multiplied by the number of residential units in multi-unit residence.

**Rates:**

Monthly Service Charge	\$28.72
Energy Charge (¢ per kWh)	¢16.239
Carbon Charge (¢ per kWh)	¢0.006393

**Minimum Bill:** The monthly service charge \$28.72

The minimum bill is the monthly service charge multiplied by the number of residential units at the residence.

---

## City of Swift Current – Light & Power

---

### LARGE COMMERCIAL

<b>Rate Code:</b>	ELC* – kVA Demand > 75 kVA	
<b>Applicability:</b>	All non-residential premises with a load greater than 75 kVA to which no other rate classes apply. These services are metered with a kVA demand meter.	
<b>Rates:</b>	Monthly Service Charge	\$73.29
	Energy Charge (¢ per kWh) First 16,750 kWh	¢12.731
	Energy Charge (¢ per kWh) Balance Over 16,750 kWh	¢8.173
	Demand Charge (\$ per kVA) First 50 kVA	\$0.00
	Demand Charge (\$ per kVA) Balance Over 50 kVA	\$19.781
	Carbon Charge (¢ per kWh)	¢0.006376
<b>Minimum Bill:</b>		\$1,325.00

### MEDIUM COMMERCIAL

<b>Rate Code:</b>	EMC* – kVA Demand > 25 to 75 kVA	
<b>Applicability:</b>	All non-residential premises with a load greater than 25 kVA and no greater than 75 kVA to which no other rate classes apply. These services are metered with a kVA demand meter.	
<b>Rates:</b>	Monthly Service Charge	\$39.39
	Energy Charge (¢ per kWh) First 14,500 kWh	¢15.951
	Energy Charge (¢ per kWh) Balance Over 14,500 kWh	¢8.453
	Demand Charge (\$ per kVA) First 50 kVA	\$0.00
	Demand Charge (\$ per kVA) Balance Over 50 kVA	\$19.140
	Carbon Charge (¢ per kWh)	¢0.006376
<b>Minimum Bill:</b>		\$225.00



---

## City of Swift Current – Light & Power

---

### SMALL COMMERCIAL

<b>Rate Code:</b>	ESC* – kVA Demand < 25 kVA	
<b>Applicability:</b>	All non-residential premises with a load no greater than 25 kVA (non-demand metered) to which no other rate classes apply.	
<b>Rates:</b>	Monthly Service Charge	\$39.39
	Energy Charge (¢ per kWh) First 14,500 kWh	¢15.951
	Energy Charge (¢ per kWh) Balance Over 14,500 kWh	¢8.453
	Carbon Charge (¢ per kWh)	¢0.006376
<b>Minimum Bill:</b>	The monthly service charge	\$39.39

### COMMERCIAL – MUTLI FAMILY RESIDENTIAL

<b>Rate Code:</b>	ECMR	
<b>Applicability:</b>	House/Block meter “ <b>ONLY</b> ” of multiple residential premises.	
<b>Rates:</b>	Monthly Service Charge	\$39.39
	Energy Charge (¢ per kWh) First 14,500 kWh	¢15.951
	Energy Charge (¢ per kWh) Balance Over 14,500 kWh	¢8.453
	Carbon Charge (¢ per kWh)	¢0.006376
<b>Minimum Bill:</b>	The monthly service charge	\$39.39

## City of Swift Current – Light & Power

---

### MUNICIPAL

<b>Rate Code:</b>	EMN* & EMU*
<b>Applicability:</b>	Municipal related non-residential premises including all City of Swift Current facilities and other recreation facilities.
<b>Rates:</b>	Monthly Service Charge \$39.39
	Energy Charge (¢ per kWh) First 14,500 kWh ¢15.951
	Energy Charge (¢ per kWh) Balance Over 14,500 kWh ¢8.453
	Demand Charge (\$ per kVA) First 50 kVA \$0.00
	Demand Charge (\$ per kVA) Balance Over 50 kVA \$19.140
	Carbon Charge (¢ per kWh) ¢0.006376
<b>Minimum Bill:</b>	The monthly service charge \$39.39

### SCHOOLS & HEALTH FACILITIES

<b>Rate Code:</b>	ESCH
<b>Applicability:</b>	Schools and Health related non-residential premises including all government related schools and health care facilities.
<b>Rates:</b>	Monthly Service Charge \$39.39
	Energy Charge (¢ per kWh) First 14,500 kWh ¢15.951
	Energy Charge (¢ per kWh) Balance Over 14,500 kWh ¢8.453
	Demand Charge (\$ per kVA) First 50 kVA \$0.00
	Demand Charge (\$ per kVA) Balance Over 50 kVA \$19.140
	Carbon Charge (¢ per kWh) ¢0.006376
<b>Minimum Bill:</b>	The monthly service charge \$39.39



# City of Swift Current

## C.A.O. Report

---

**Date:** August 11, 2022

**To:** Chief Administrative Officer

**From:** General Manager of Infrastructure and Operations  
General Manager of Corporate Services

**Subject:** **Combined Water and Wastewater Rate Increase – September 2022**

---

### **BACKGROUND**

Under legislation, individual utilities must fund themselves, meaning that each utility must generate enough revenue to sufficiently fund all costs associated with the operation of the utility, as well as any capital investments. The City of Swift Current's municipal property taxes must not be used to fund any of the municipal utilities, which include the Electrical Utility, the Solid Waste Utility, and the combined Water and Wastewater Utility.

The City has combined both its water and wastewater operations into one utility, and historically, the combined rates have been established at a level to ensure that sufficient revenues are generated to cover all expenses related to both its operations and capital investments. In November 2017, Council approved a perpetual annual increase of 2.0%. The perpetual increase is applied on January 1<sup>st</sup> of each year and remains in effect annually, until an amendment to the water and wastewater rate structure is approved by Council.

### **DISCUSSION**

During the preparation of the 2022 Municipal Budget, it was determined that the current combined water and wastewater rates for 2022 would not be adequate to generate the amount of revenue required to support infrastructure improvements and operating cost increases in 2022 and into the future.

As a result, an increase of 1.0%, effective September 1<sup>st</sup>, 2022, for all combined water and wastewater rates is being recommended to offset the budgeted expenses and capital investments for the 2022 fiscal year.

Subsequently, above stated perpetual increase of 2%, applied on January 1<sup>st</sup> of each year, would remain in effect annually until an amendment to the water and wastewater rate structure is approved by Council.

**RECOMMENDATION**

THAT Notice of Motion be given at this time by advising the public of Council’s intention to amend the Rates set out in Section “C” – Schedule “A” of Bylaw No. 17 – 2001, being the Water and Wastewater Utility Bylaw, effective September 1<sup>st</sup>, 2022 billing period.



---

Mitch Minken, General Manager of Infrastructure & Operations



---

Kari Cobler, General Manager of Corporate Services

---

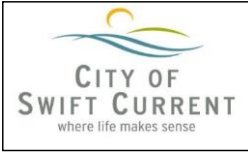
**CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**



**City of Swift Current**  
**Combined Water and Wastewater Rates**  
**Metric Units**  
**Section C - SCHEDULE "A"**  
**FORMING PART OF BYLAW NO. XX - 2022**

**SEPTEMBER 1, 2022 to DECEMBER 31, 2022**

cm = Cubic Meters

**1.0 Basic Charges - Minimum Charge Per Month**

**METER SIZE**

15 mm (5/8 inch)	\$	35.19
18 mm (3/4 inch)	\$	39.35
25 mm (1 inch)	\$	47.47
40 mm (1 1/2 inch)	\$	72.31
50 mm (2 inch)	\$	134.33
75 mm (3 inch)	\$	216.91
100 mm (4 inch)	\$	402.53
150 mm (6 inch)	\$	733.02
200 mm (8 inch)	\$	1,269.89

**1.0 Basic Charges - Minimum Charge Per Month - RM Residential Water users**

**METER SIZE**

15 mm (5/8 inch)	\$	35.19
18 mm (3/4 inch)	\$	39.35
25 mm (1 inch)	\$	47.47
40 mm (1 1/2 inch)	\$	72.31
50 mm (2 inch)	\$	134.33

**2.0 Residential Volume Charge excluding Rural Water Pipeline Users**

The residential volume charge will apply to all residences from a single family dwelling up to and including a building containing four (4) dwelling units. The 18 cubic meters initial volume rate shall apply to each dwelling unit in the building (for example a building with a single water meter and three (3) dwelling units would pay 18cm X 3 = 54cm at the initial higher rate).

First 18cm per month/cm	\$	3.214
Remaining volume/month/cm	\$	2.026

**2.0 Residential Volume Charge - RM Water Users**

First 18cm per month/cm	\$	3.214
Remaining volume/month/cm	\$	2.026

**3.0 Multi-Family Residential Volume Charge**

The multi-family volume charge will apply to all residential units in a building with more than four (4) dwelling units. The 12 cubic meter initial volume rate shall apply to each dwelling unit in the building (for example, a building with twelve (12) dwelling units would pay 12cm X 12 = 144cm at the initial higher rate).

First 12 cm per month/cm	\$	3.214
Remaining volume/month/cm	\$	2.026

**4.0 Commercial/Industrial/Municipal Volume Charge**

Volume/month/cm	\$	3.214
-----------------	----	-------

**4.0 Commercial Volume Charge - RM Water Users**

Volume/month/cm	\$	3.214
-----------------	----	-------

**5.0 Rural Water Pipeline Associations**

Volume charges applied to Rural Water Pipeline Associations shall be in accordance with signed agreements between the City of Swift Current and those Associations.

**6.0 Water Only and Sewer Only Charges**

The rate for customers within the City's jurisdiction who pay charges for either sewer only or water only shall pay 100% of the corresponding combined water and sewer rate.

**7.0 Non-Resident Sewer Rates**

Non-resident customers who pay sewer charges only shall pay two (2) times the combined sewer and water rate paid by City of Swift Current resident customers.

**8.0 Annual Increase**

All water and sewer rates shall be increased on an annual basis by 2.0%, effective on January 1st of each year. This increase shall remain in effect until such time it is amended by Council.



# City of Swift Current

## C.A.O. Report

---

---

**Date:** August 16, 2022  
**To:** Chief Administrative Officer  
**From:** General Manager of Infrastructure and Operations  
**Subject:** **East Landfill Operation Services Contract**

---

---

### **BACKGROUND**

The City's East Municipal Solid Waste Landfill accepts municipal waste from the southwest portion of the province, serving many communities within a 150 km radius. An average of 20,700 tonnes per year have been landfilled over the past three (3) years, with an average of 9,800 tonnes of materials diverted at the landfill annually.

The East landfill is currently operating towards closure under the direction of the Saskatchewan Ministry of Environment. Landfill operations are governed through the City's current Permit to Operate that is valid until 2025. This permit is governed by *The Municipal Refuse Management Regulations* and *The Environmental Management and Protection Act (2010)*. As the landfill continues to fill and develop, it is imperative that fill plans are followed and that approved design elevations are met in accordance with the City's Permit to Operate.

On May 17<sup>th</sup>, 2022, GFL Environmental Inc (GFL) began interim operations of the East Landfill. GFL has been operating the East Landfill to maintain service to the City's residents and surrounding customers until a competitive bid process could be completed.

### **DISCUSSION**

The City contracted the services of Tetra Tech Inc., a consulting and engineering firm, to prepare the Request for Proposals (RFP) package. On June 24<sup>th</sup>, 2022, the City released the RFP on SaskTenders and the City website. The RFP was open for 32 days, closing on July 26<sup>th</sup>, 2022. Four (4) represented companies attended the mandatory pre-submission site meeting on July 6<sup>th</sup> and proposals were received from two (2) interested parties. Tetra Tech Inc. reviewed and graded the proposals in accordance with the criteria defined in the RFP.

GFL Environmental Inc. (GFL) ranked the highest according to Tetra Tech's scoring criteria and reflected the lowest cost of services. GFL has provided a proposal for services that is

attractive for the City's East Landfill to be operated in an effective and compliant manner. The proposed contract is for three (3) years with two (2) options to extend for an additional two (2) years each. The proposed contract includes a fixed monthly cost of \$28,950 for general landfill and scale operations, with an \$11.00 per tonne fee for waste cover and compaction services and \$1,200 per event for snow removal events. Operational conditions for waste compaction within the proposed contract are expected to achieve \$612,000 in airspace savings annually over the previous operations. Additionally, GFL is offering an alternative daily cover system that meets regulatory requirements and is projected to save an additional \$200,000 annually in landfill airspace by reducing cover soil use. The operational increase from previous operations will be offset by the proposed operational efficiencies under the proposed contract.

GFL currently operates twenty-one (21) landfills, four (4) organics pads and twenty-two (22) transfer stations in Western Canada with two (2) landfills, two (2) organics pads and one (1) transfer station within a 400 km radius including a branch location in Swift Current. GFL has been operating the landfill on an interim basis and has proven to be reliable and instrumental during the transition. They were able to mobilize equipment and operators in such a manner that there were no interruptions to landfill services. Through the current interim operations, the landfill has seen operational and visible improvements with numerous compliments received from customers.

The estimated annual cost of the contract, assuming 21,000 tonnes of incoming waste and five (5) snow clearing events, is \$584,400 (PST exempt, GST excluded), funded through the operating budget within the Solid Waste Utility.

### **RECOMMENDATION**

THAT Council awards the three (3) year Landfill Operation Services Contract with two (2) options to extend for an additional two (2) years each to GFL Environmental Inc. at a fixed annual cost of \$353,400 (PST exempt, GST excluded) with an additional \$11.00/tonne fee and that the Mayor and City Clerk be authorized to sign the contract.



---

Mitch Minken, General Manager of Infrastructure & Operations  
mm/ks/ro

---

### **CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**

This Services Agreement (the “**Agreement**”) made effective on \_\_\_\_\_ (the “**Effective Date**”)

between: **City of Swift Current**  
a City incorporated pursuant to *The Cities Act* (Saskatchewan)

(the “**City**”)

and: **GFL Environmental Inc.**  
8409 15th Street NW  
Edmonton, Alberta. T6P 0B8  
780.612.8500  
dstraub@gflenv.com

(the “**Service Provider**”)

---

## SERVICES AGREEMENT

---

Whereas:

- A. Service Provider has the capability and capacity to provide certain landfill operations services; and
- B. City desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and City agree as follows:

### ARTICLE 1: SERVICES

Service Provider shall provide to City the services (the “**Services**”) set out in the Request for Proposals issued by the City with reference number CSC-22-E-027 (the “**RFP**”) and the proposal submitted with reference number CSC-22-E-027. The Service Provider shall provide the Services:

- a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement;
- b) using personnel of required skill, experience, and qualifications;
- c) in a timely, workmanlike, and professional manner;



- d) in accordance with generally recognized industry standards in Service Provider's field; and
- e) to the satisfaction of City.

For the sake of clarity, nothing in this Agreement shall be construed to prevent City from itself performing or from acquiring services from other providers that are similar to or identical to the Services.

## **ARTICLE 2: PARTY OBLIGATIONS**

### **2.1 Service Provider Obligations**

The Service Provider shall:

- a) appoint representatives to the following positions after obtaining City's consent, which consent shall not be unreasonably withheld:
  - (i) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**Service Provider Contract Manager**”).
  - (ii) A sufficient number of employees or agents to perform the Services set out in each Statement of Work, each of whose names, positions, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Service Provider Contract Manager, “**Provider Representatives**”).
- b) make no changes in Provider Representatives except either:
  - (i) with the prior consent of City, which consent shall not be unreasonably withheld;
  - (ii) at the request of City, in which case Service Provider shall use its best efforts to promptly appoint a replacement; or
  - (iii) upon the resignation, termination, death, or disability of the existing Provider Representative in which case Service Provider shall use its best efforts to promptly appoint a replacement.
- c) assign only qualified, legally authorized Provider Representatives to provide the Services.
- d) perform all its obligations hereunder in strict compliance with all City bylaws, policies and procedures as may be in force from time to time.
- e) be in compliance and comply with all applicable laws, rules, codes, regulations, ordinances, and other legal and governmental requirements of any local, provincial, territorial, federal, or international jurisdiction in providing the Services (including any applicable professional licensing, permissions, authorizations, consents or permitting laws).
- f) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services in such form as City shall approve.

- g) pay all wages and salaries and withhold and remit all employee withholdings required under provincial and federal laws in relation to all employees engaged by the Service Provider in the performance of the Service Providers obligations under this Agreement.
- h) pay all applicable taxes, including excise taxes incurred by or on the Service Provider's behalf with respect to the Agreement.
- i) pay all fees and other costs incidental to the performance of the Service Provider's obligations under this Agreement.
- j) provide all such written and verbal reports as required by City on the Services. The Service Provider will make available such information, including data and documents, as City may require from time to time to allow City to evaluate the quality and progress of the Services.
- k) not, without prior specific written preauthorization from City, allow access or use of City property, technology or information that is not necessary for the performance of its contractual obligations with City.

If, in the opinion of City, the Service Provider fails to perform any of its obligations hereunder or the obligations are inadequately provided or require corrections, City may deliver written notice to the Service Provider that such an issue exists and the nature of such issue. The Service Provider shall forthwith take all necessary steps, at its own expense to cure such issue as specified by City's notice. If the Service Provider fails to cure the issue to the satisfaction of City, acting reasonably, City shall be entitled to rely upon any remedies that may be available to City at law, equity, or otherwise.

## 2.2 City Obligations

The City shall:

- a) Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**City Contract Manager**"), with such designation to remain in force unless and until a successor City Contract Manager is appointed, in City's sole discretion.
- b) Require that City Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

## **ARTICLE 3: FEES AND EXPENSES.**

### 3.1 Payment

In consideration of the Services to be performed under this Agreement, City shall pay to Service Provider a fee determined in accordance with the fee schedule set out in the RFP. Unless otherwise provided in the RFP, said fee will be payable within thirty (30) days of receipt by City of an invoice from Service Provider accompanied by documentation reasonably requested by City evidencing all charges.

### **3.2 Holdback or Set Off**

City may hold back payment or set off against any payment if, in the opinion of City, acting reasonably, the Service Providers has failed to comply with any requirements of the Agreement, including claims for liquidated damages.

### **3.3 Taxes**

The fees set forth in this Agreement shall cover and include all goods and services tax, harmonized sales tax, provincial sales tax, service, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local entity or regulatory authority on amounts payable by City under this Agreement, and in no event shall City be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

### **3.4 No Expenses or Additional Charges**

There shall be no other charges payable by City to the Service Provider other than the payments established under this Agreement.

## **ARTICLE 4: CHANGE REQUESTS**

### **4.1 Change Requests**

The City may, in writing, request changes to the Agreement, which may include altering, adding to, or deleting any of the Services. The Service Provider shall comply with all reasonably City change requests and the performance of such request shall be in accordance with the terms and conditions of the Agreement. If the Service Provider is unable to comply with the change request, it shall promptly notify City and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

### **4.2 Pricing for Requested Changes**

Where a City change request includes an increase in the scope of the previously contemplated Services, City shall set out, in its change request, the proposed prices for the contemplated changes. Where the payment in effect at the time of the change request (a) includes pricing for the particular type of goods or services contemplated in the change request, the Service Provider shall not unreasonably refuse to provide those goods or services at prices consistent with those payments; or (b) are silent to the applicable price of the particular goods or services contemplated in the change request, the price shall be negotiated between City and the Service Provider within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

## **ARTICLE 5: TERM, SUSPENSION & TERMINATION**

### **5.1 Term**

This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years (the “**Term**”), unless sooner terminated pursuant to Section 5.4 and Section 5.5.

### **5.2 Renewal**

At the mutual agreement of the parties, and provided that the Service Provider is not then nor has been in default under the terms of this Agreement, this Agreement may be renewed for two (2) further terms of two (2) years, commencing upon the expiration of the previous term (the “**Renewal Term**”). The renewal of this Agreement shall be on the same terms and conditions contained herein, except as otherwise agreed to in writing by the parties and excluding this renewal and the payments under this Agreement, which payments shall be negotiated by the parties prior to the commencement of any Renewal Term. The parties must provide notice to the other party of their desire to renew not less than ninety (90) days prior to the expiry of the Term. Unless otherwise agreed to in writing, if such mutual agreement to renew is not made at least ninety (90) days prior to the expiration of the term, this Agreement shall expire on the last day of the Term.

### **5.3 Suspension**

The City may at any time, and at its sole discretion, suspend the Services for a specified or unspecified period of time by written notice to the Service Provider. The City shall pay all fees due to the Service Provider accrued up to the time of suspension. Payment of all other fees may, at City’s sole discretion, be suspended. Upon receiving notice of suspension, the Service Provider shall immediately suspend all operations. The City shall not be responsible to pay any fees incurred by the Service Provider during the period of any suspension, unless the Service Provider satisfied City, before incurring any such fees, of the necessity for the same and provides City with such documentation as may be required by City in support of the claim for fees.

### **5.4 Termination Without Cause**

City, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least ninety (90) days' prior written notice to Service Provider.

### **5.5 Termination with Cause**

The City may immediately terminate this Agreement upon giving notice to the Service Provider if:

- a) the Service Provider
  - (i) ceases to carry on its business;
  - (ii) breaches any provisions in Article 7 (Confidentiality);

- (iii) prior to or after entering into the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to City;
  - (iv) undergoes a change in control which adversely affects the Service Provider's ability to satisfy some or all of its obligations under the Agreement;
  - (v) subcontracts for the provision of part or all of the Services or assigns the Agreement without first obtaining the written approval of City;
  - (vi) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or all or a substantial part of its assets;
  - (vii) is unable, or admits in writing its inability or failure, to pay its debts generally as they become due;
  - (viii) makes a general assignment for the benefit of creditors;
  - (ix) commits an act of bankruptcy pursuant to the *Bankruptcy and Insolvency Act* (Canada); or
  - (x) commences any proceeding or other action under any existing or future law relating to bankruptcy, insolvency, reorganization or relief for debtors seeking to have an order for relief entered with respect to it, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or an arrangement with creditors or file a defence admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding.
- b) a court order is granted to wind up or dissolve the Service Provider and such order is not vacated or stayed pending appeal within the applicable period or a resolution for a voluntary winding-up of the Service Provider is passed;
  - c) any petition, proceeding or other action shall be instituted in any court of competent jurisdiction against the Service Provider seeking an adjudication in bankruptcy, reorganization, dissolution or winding-up, liquidation, a composition or arrangement with creditors, the appointment of a trustee, receiver, liquidator or the like of the Service Provider or of all or any substantial part of its assets, or any other like relief in respect of the Service Provider under any bankruptcy or insolvency law, and such petition, proceeding or other action is not being actively contested by the Service Provider in good faith;
  - d) an execution, sequestration or other process of any courts becomes enforceable against the Service Provider or a distress or analogous process is levied upon the property of the Service Provider which has a material adverse effect on the Service Provider, its property, assets or its condition, financial or otherwise or its ability to perform any of its duties or obligations under this Agreement, and such execution, sequestration or other process is not released, satisfied, discharged, vacated or stayed pending appeal within the applicable appeal period;

- e) the holder of an encumbrance or a lien unlawfully takes possession of any property of the Service Provider and such taking possession is not being contested by the Service Provider in good faith and the holder of such encumbrance or the lien or remain in possession of such property for a period of fifteen (15) consecutive days and such possession materially adversely affects the ability of the Service Provider to comply with its obligations under this Agreement; or
- f) the Service Provider's acts or omission constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

## **5.6 Notice to Cure**

Where the Service Provider fails to comply with any of its obligations under the Agreement, City may issue a rectification notice to the Service Provider setting out the manner and time frame for rectification. Within seven (7) business days of receipt of that notice, the Service Provider shall either:

- a) Comply with that rectification notice; or
- b) Provide a rectification plan satisfactory to City.

If the Service Provider fails to either comply with that rectification notice or provide a satisfactory rectification plan, City may immediately terminate the Agreement. Where the Service Provider has been given a prior rectification notice, the same subsequent type of non-compliance by the Service Provider shall allow City to immediately terminate the Agreement.

## **5.7 Service Provider Obligation on Expiration or Termination**

Upon expiration or termination of this Agreement for any reason, the Service Provider shall, in addition to its other obligations under this Agreement and at law:

- a) Provide to City a report detailing:
  - (i) the current state of the provision of Services by the Service Provider at the date of termination; and
  - (ii) any other information requested by City pertaining to the provision of the Services and performance of this Agreement;
- b) deliver to City all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which City has paid.
- c) return to City all City-owned property, equipment, or materials in its possession or control.
- d) remove any Service Provider-owned property, equipment, or materials located at City's locations.
- e) deliver to City, all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on City's Confidential Information.

- f) provide cooperation and assistance to City upon City's written request in facilitating the transfer of the obligation to perform the Services to an alternate service provider.
- g) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.
- h) permanently erase all of City's Confidential Information from its computer systems.
- i) certify in writing to City that it has complied with the requirements of this Section 4.6.

## **5.8 Payment Upon Termination**

On termination of this Agreement, City shall only be responsible for the payment of the Services provided under the Agreement up to and including the effective date of any termination. Termination shall not relieve the Service Provider of its warranties and other responsibilities relating to the Services performed or money paid. In addition to its other right of hold back or set off, City may hold back payment or set off against any payments owed if the Service Provider fails to comply with its obligations on termination.

## **5.9 Force Majeure**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"):

- a) acts of God;
- b) flood, tsunami, fire, earthquake, or explosion;
- c) epidemics, pandemics;
- d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- e) government order, law, or actions;
- f) embargoes, or blockades in effect on or after the date of this Agreement;
- g) national or regional emergency; and
- h) other similar events beyond the control of the Impacted Party.

Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under Section 2.1.

## **5.10 Notice of Force Majeure Event**

The Impacted Party shall give notice within seven (7) calendar days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under Section 5.10, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

## **5.11 Survival**

The rights and obligations of the parties set forth in this ARTICLE 5: and ARTICLE 7: (Intellectual Property), ARTICLE 8:(Confidentiality), 6.1, ARTICLE 9:(Indemnification), ARTICLE 10:(Remedies), ARTICLE 11:(Insurance), 12.2 (Entire Agreement), 12.11(No Third-Party Beneficiaries), 12.12 (Governing Law), and 10.6(Choice of Forum), and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in ARTICLE 8: will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Service Provider or its affiliates and its or their employees, officers, directors, shareholders, partners, managers, agents, independent contractors, service providers, sublicensees, subcontractors, lawyers, accountants, and financial advisors.

## **ARTICLE 6: RELATIONSHIP BETWEEN THE PARTIES**

### **6.1 Service Provider is an Independent Contractor not a Partner, Agent, or Employee**

It is understood and acknowledged that the Services which Service Provider will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee or agent of City. The Service Provider shall have no power or authority to bind City or to assume or create any obligation or responsibility, express or implied, on behalf of City. The Service Provider shall not hold itself out as an agent, partner or employee of City. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between City and the Service Provider (or any of the Service Provider's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

### **6.2 Monitoring and Inspection**

Without in any way changing the independent contractor relationship, the parties agree that City and its agents, servants and employees shall, during normal operating hours, and on reasonable prior notice, be entitled to full and unrestricted access to all operations of the Service Provider, and all records of the Service Provider for the purposes of monitoring and inspection of the operations of the Service Provider provided, however, that in so doing, City shall not prevent the Service Provider from fulfilling its obligations under this Agreement and shall not cause a breach of safety or security with respect to the operations of the Service Provider.



### **6.3 Benefits**

Service Provider shall not be eligible for and shall not be eligible to participate in any employee benefits or compensation plans offered by City to its employee, including, without limitation, any payment under any employment standard legislation.

### **6.4 Remittances**

City shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Service Provider's personnel. Service Provider is responsible for these withholding, remitting, and registration obligations, and shall indemnify City from and against any order, penalty, interest, taxes, or contributions that may be assessed against City due to the failure or delay of City to make any such withholdings, remittances, or registration, or to file any information required by any law, and shall be solely responsible for the payment of all taxes, unemployment insurance contributions, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

### **6.5 Responsibility of the Service Provider**

The Service Provider agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors. This paragraph is in addition to any and all of the Service Providers liabilities under the Agreement and under the general application of the law. The Service Provider shall advise these individuals and entities of their obligations under the Agreement and shall ensure their compliance with the applicable terms of the Agreement. In addition to any other liabilities of the Service Provider pursuant to the Agreement or otherwise at law or in equity, the Service Provider shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Agreement resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Agreement.

### **6.6 Representations of Service Provider**

The Service Provider represents and warrants that it has the full right and power to enter into the Agreement and there is no agreement with any other person which would in any way interfere with the rights of City under this Agreement.

### **6.7 Representations of Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law.

## **ARTICLE 7: INTELLECTUAL PROPERTY**

### **7.1 City Intellectual Property**

The Service Provider agrees that all intellectual property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data) provided by City to the Service Provider shall remain the sole property of City at all times.

## 7.2 City Insignia

The Service Provider **shall not** use any insignia or logo of City except where required to provide the Services, and only if it has received the prior written permission of City to do so.

### ARTICLE 8: CONFIDENTIALITY

All non-public, confidential, or proprietary information of City (“**Confidential Information**”), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, City lists, pricing, discounts, or rebates disclosed by City to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by City in writing. Confidential Information **does not include** any information that:

- a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement;
- b) is obtained by Service Provider on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information;
- c) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to City's disclosure hereunder; or
- d) was or is independently developed by Service Provider without using any Confidential Information.

Upon City's request, Service Provider shall promptly return all documents and other materials received from City. City shall be entitled to injunctive relief for any violation of this Section.

### ARTICLE 9: INDEMNIFICATION

#### 9.1 Service Provider Indemnity

Service Provider shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment (collectively, "**Losses**"), relating to, arising out of or resulting from any claim of a third party or City arising out of or occurring in connection with Service Provider's negligence, wilful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without City's or Indemnified Party's prior written consent.

#### 9.2 No Indemnities from City

Notwithstanding anything else in this Agreement, any express or implied reference to City providing an indemnity or any other form of indebtedness or contingent liability that would directly for indirectly increase the indebtedness or contingent liability of City beyond the obligation to pay the payments in respect

of the Services accepted by City, whether at the time of entering into the Agreement or at any time during the Term or Renewal term, shall be void and of no legal effect.

## **ARTICLE 10: REMEDIES**

### **10.1 Alternative Dispute Resolution**

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (the “**Dispute**”) using the following dispute resolution procedure:

- a) The parties will first make reasonable efforts to resolve any Dispute by amicable negotiations between City’s representative and the Service Provider’s representative and will provide full, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) If all or any portion of a Dispute cannot be resolved by such good faith negotiation within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (7) days of delivery of the notice, the parties will mutually appoint a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be the central offices of City, or such other location chosen by the mediator and agreed to by City. Each party will equally bear the costs of the mediator and other disbursements in relation to the mediation and each party will bear its own costs of participating in the mediation.
- c) If within ninety (90) days of the request for mediation, the Dispute is not settled, or if the mediator advises that, in the mediator’s opinion, there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may commence litigation.

### **10.2 Injunctive Relief**

If Service Provider violates any provision of this Agreement, City shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

### **10.3 City Rights on Breach**

In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, City shall have the right, without prejudice to any other rights or remedies it may have under this Agreement, applicable law, or any applicable Statement of Work, to take one or more of the following steps:

- a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to City's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;
- b) Itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services;

- c) Assign one or more of its representatives to supervise and work with Service Provider to correct and mitigate the effects of Service Provider's breach;
- d) Withhold payment of any amounts otherwise due to Service Provider in a sufficient amount to set-off against any damages caused to City as a consequence of Service Provider's breach.

#### **10.4 Legal Fees**

To the extent a party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful party shall be liable for all legal fees and costs incurred by the successful party to enforce the provisions of this Agreement.

#### **10.5 Rights Cumulative**

Except for a breach of ARTICLE 8:, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's right to damages equal to its earned but unpaid fees is Service Provider's exclusive remedy for City's payment breach is City's exclusive remedy for Service Provider's breach of its obligations regarding City's Confidential Information.

#### **10.6 Choice of Forum**

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Schedules, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the Province of Saskatchewan. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such action or proceeding. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

### **ARTICLE 11: INSURANCE**

#### **11.1 Insurance**

During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance in accordance with the terms set out in the RFP

#### **11.2 Proof of Insurance**

Upon City's request, Service Provider shall provide City with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name City as an additional insured. Service Provider shall provide City with thirty (30) days'

advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against City's insurers and City or the Indemnified Parties.

### **11.3 Workers' Compensation Insurance**

Service Provider shall maintain workers' compensation insurance pursuant to *The Workers' Compensation Act, 2013*, SS 2013, c W-17.11 or any similar provincial workers' compensation (workers' compensation insurance).

## **ARTICLE 12: MISCELLANEOUS PROVISIONS**

### **12.1 Rights, Remedies and Obligations not Limited**

The express rights and remedies of City and the obligations of the Service Provider set out in this Agreement are in addition to and shall not limit any other rights and remedies available to City or any other obligations of the Service Provider at law or in equity.

### **12.2 Entire Agreement**

This Agreement, including and together with any related Statements of Work, schedules, exhibits, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. [The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall supersede and control.]

### **12.3 Notices**

All notices, requests, consents, claims, demands, waivers, and other communications required or permitted to be given under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and personally delivered, sent by prepaid registered mail or sent by email to the other party at the following addresses (or to such other address that the receiving Party may designate from time to time in accordance with this Section):

Notice to City: PO Box 340, Swift Current, Saskatchewan S9H 3W1

Email: k.story@swiftcurrent.ca

Attention: Keegan Story, Superintendent of Solid Waste and Diversion

Notice to Service Provider: 8409 15<sup>th</sup> Street NW, Edmonton, Alberta T6P 0B8

Email: dstraub@gflenv.com

Attention: Dave Straub, Area Director, Western Canada

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the seventh day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

#### **12.4 Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### **12.5 Amendments and Modifications**

No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

#### **12.6 No Sub-contracting or Assignment**

The Service Provider shall not subcontract or assign the whole or any part of the Agreement or any monies due under it without the prior written consent of City. Such consent shall be in the sole discretion of City and subject to the terms and conditions that may be imposed by City. Without limiting the generality of the conditions which City may require prior to consenting to the Service Provider's use of a subcontractor, every contract entered into by the Service Provider with a subcontractor shall adopt all of the terms and conditions of this Agreement as far as applicable to those parts of the Services provide by the subcontractor. Nothing contained in the Agreement shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and City.

#### **12.7 Waiver**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **12.8 Failure to Enforce not a Waiver**

Any failure by City to insist in one or more instances upon strict performance by the Service Provider of any of the terms of conditions of the Agreement shall not be construed as a waiver by City of its right to require strict performance of any such terms or conditions, and the obligation so the Service Provider with respect to such performance shall continue in full force and effect.

## **12.9 Assignment**

Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section 19 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. City may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

## **12.10 Successors and Assigns**

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

## **12.11 No Third-Party Beneficiaries**

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

## **12.12 Governing Law**

This Agreement, including all Schedules, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

## **12.13 Litigation**

The Service Provider hereby agrees to cooperate, at the expense of the Service Provider, with City, both during and after the Term and any Renewal Term hereof, in the bringing of or defending of any action or claim of any nature whatsoever in respect of which City is a party or has an interest which arises in any manner whatsoever, directly or indirectly, in connection with the Service Provider's performance of its obligations hereunder.

## **12.14 Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 15, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**CITY OF SWIFT CURRENT**

*SEAL*

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**GFL ENVIRONMENTAL INC.**

*SEAL*

Per: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title





# City of Swift Current

## C.A.O. Report

---

---

**Date:** August 12, 2022  
**To:** Chief Administrative Officer  
**From:** General Manager of Community Services  
**Subject:** **Accessible Washroom Award – New Southside Park Project**

---

---

### **BACKGROUND**

The City applied for funding from Canada Community Revitalization Fund (CCRF) for a Community Inclusive Accessibility Playground Project. This was brought before Council at the July 5<sup>th</sup>, 2021 meeting with approval by Council Resolution No. 151-2021.

In May of this year, the City was notified that it was successful in its Federal grant application for funding.

### **DISCUSSION**

Part of this overall project is an accessible washroom on site with easy access. By designing the bathrooms with accessibility in mind it can reduce the chances of accidents, making the washroom experience more convenient and safer, while allowing everyone no matter their abilities to efficiently take care of their needs.

Some of these features would include standing sinks, handrails, motion sensor activated LED lighting, vandal resistant mirrors, motion activated faucets, and flooring consistent with accessible standards for wheelchairs, strollers, etc.

The City advertised a request for proposal (RFP) on SaskTenders and the City's website as the Accessible Washroom – New Southside Park project (CSC-22-R-023), closing on July 29<sup>th</sup>, 2022.

A total of three (3) tenders were received by the deadline ranging from \$126,911.68 to \$151,158.12 (PST included, GST excluded). The approved Capital Budget for this project is \$250,000.

Two (2) of the three (3) bids came from local contractors with the evaluation based on price point, warranty, experience, and references. Both local contractors were considered equal, therefore the lowest bid is being recommended.

**RECOMMENDATION**

THAT Council awards the bid for the Accessible Washroom – New Southside Park project to Bridal Builders of Swift Current, SK in the sum of \$126,911.68 (PST included, GST excluded).



---

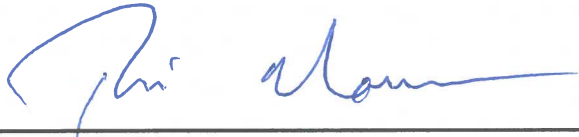
Jim Jones, General Manager of Community Services

---

---

**CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**



# City of Swift Current

## C.A.O. Report

---

**Date:** August 12, 2022  
**To:** Chief Administrative Officer  
**From:** General Manager of Planning and Development  
**Subject:** Society for the Prevention of Cruelty to Animals - Lease Agreement

---

### **BACKGROUND**

The Society for the Prevention of Cruelty to Animals Swift Current (“SPCA”) has been providing an excellent service for the City of Swift Current and surrounding area for many years. In 1990, the City leased the SPCA property in McIntyre Industrial Park so they could construct the current facility in which they do business. The lease was for a term ending on August 31<sup>st</sup> of this year based on a price of one (1) dollar per year.

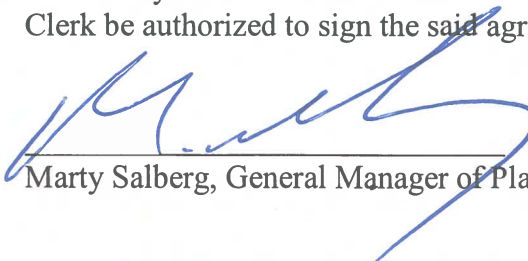
### **DISCUSSION**

The location of the SPCA is ideal and as such a new lease agreement is required. Discussions have taken place and essentially the same general terms of the original lease are being requested given it was very workable for the past 33 years. The only major changes to the lease are that it would be for a 30-year period and the land area would be the entire legal parcel as opposed to only a smaller portion of it. This is important as it is anticipated within the term of this lease a new facility will be required, and to accommodate this the additional land will be needed.

The SPCA is an extremely valuable organization and one that is certainly worthy of supporting and providing assistance to whenever possible. Their board of directors and staff have dedicated a tremendous amount of time and energy towards the health and safety of the dogs and cats that come through their doors.

### **RECOMMENDATION**

THAT Council approves the attached lease agreement between the City of Swift Current and the Society for the Prevention of Cruelty to Animals Swift Current and the Mayor and City Clerk be authorized to sign the said agreement.



Marty Salberg, General Manager of Planning and Development

---

**CAO Recommendation:**

*I concur with the recommendation.*

A handwritten signature in blue ink, appearing to read "Tim Marcus", written over a horizontal line.

**Tim Marcus, CAO**



#### **4.0 USE OF PREMISES**

The property and/or any portion thereof shall be used by the Lessee for the purposes of operating a humane animal shelter and pound along with associated complimentary uses and for no other purposes. In addition, the Lessee shall not use, or permit, the property, or any portion thereof, to be improved, developed, used or occupied in any manner or for any purpose that violates any applicable valid law or regulation of the Federal, Provincial or Municipal Government. The Lessee shall not permit on the property any nuisance. In the event that the property is not used for the intended purpose, then this lease shall terminate.

#### **5.0 UTILITIES**

The Lessee shall pay, or cause to be paid, all charges, including consumption charges, for the furnishing of all utilities to the property.

#### **6.0 IMPROVEMENTS**

The Lessee shall be entitled to construct such buildings and other improvements on the said property as approved by the City but on the termination of the said lease, the said buildings and improvements shall revert to the Lessor.

#### **6.1 ADDITIONS**

The Lessee shall not be entitled to make additions, alterations or changes to the buildings and structures, or use thereof, except with the express written permission of the City of Swift Current.

#### **7.0 LANDSCAPE**

The Lessee agrees to landscape he said lands in a manner acceptable to the Lessor and the Lessee agrees to keep the said lands in good and property condition.

#### **8.0 NOISE**

The Lessee shall make all reasonable effort to keep noise to a minimum to comply with surrounding land uses.

#### **9.0 LOCAL IMPROVEMENTS**

The Lessee shall pay for the costs of any local improvements.

#### **10.0 CITY POUND**

It is a condition precedent of granting this said lease, that the Lessee hereby agrees to operate the City pound on the said premises during the term of the said lease. The Lessor hereby agrees to pay to the Lessee for the operation of the said City pound at such rates as shall be from time to time agreed upon by the parties. In the event at any time the parties are unable to agree upon the rates to be charged the said rates shall then be set by arbitration in accordance with the Arbitration Act for Saskatchewan.

## **11.0 DEFAULT**

In the event of default under this lease, the Lessee shall have 90 days after receipt of written notice from the Lessor, setting forth the nature of such default, within which to remedy such default. In the event that the Lessee has not remedied such default within the said 90 days, the said lease shall terminate and the Lessee shall deliver possession of the said lands to the Lessor. Upon termination the Lessor shall be entitled to re-enter possession of the said lands and to rely on all legal remedies to retake possession.

## **12.0 INDEMNITY**

The Lessee shall indemnify and hold the Lessor free and harmless from any and all liabilities, claims, costs, damages, or expenses resulting from the Lessee's occupation and use of the property, specifically including without limitation any liability claiming lost damage or expense arising by reason of:

- (a) Death or injury of any person, including the Lessee or any person who is an employee, agent or invitee of the Lessee, or by reason of the damage to or destruction of any property, including property owned by the Lessee or by any person who is an employee, agent or invitee of the Lessee;
- (b) Any work performed on the property or materials furnished to the property at the request of the Lessee or any person of entity acting for or on behalf of the Lessee.

## **12.1 PUBLIC LIABILITY INSURANCE**

The Lessee shall purchase adequate public liability insurance and shall provide the Lessor with a copy of the insurance policy.

## **13.0 ASSIGNMENT AND SUB-LEASING**

The Lessee shall not assign this lease or any interest herein without the prior written consent of the Lessor. It is hereby understood and agreed by the parties hereto that this said lease is granted to the Lessee on preferred terms and the Lessor shall therefore have the right to withhold its consent to the assignment of the said lease for any reasons whatsoever.

## **14.0 MISCELLANEOUS**

All matters in difference in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one, otherwise to three arbitrators, one to be appointed by each party and the third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF** the Lessor has affixed its corporate seal, attested to by the property officers on that behalf this 14 day of July A.D., 2022.

**THE CITY OF SWIFT CURRENT**

Per: \_\_\_\_\_

"SEAL"

Per: \_\_\_\_\_

**IN WITNESS WHEREOF** the Lessee, SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS SWIFT CURRENT, has affixed its corporate seal, attested to by the proper officers on that behalf this 14<sup>th</sup> day of July A.D., 2022.

SCSPCA

**THE CITY OF SWIFT CURRENT**

Per: \_\_\_\_\_

Per:           Dorothy Jewell          

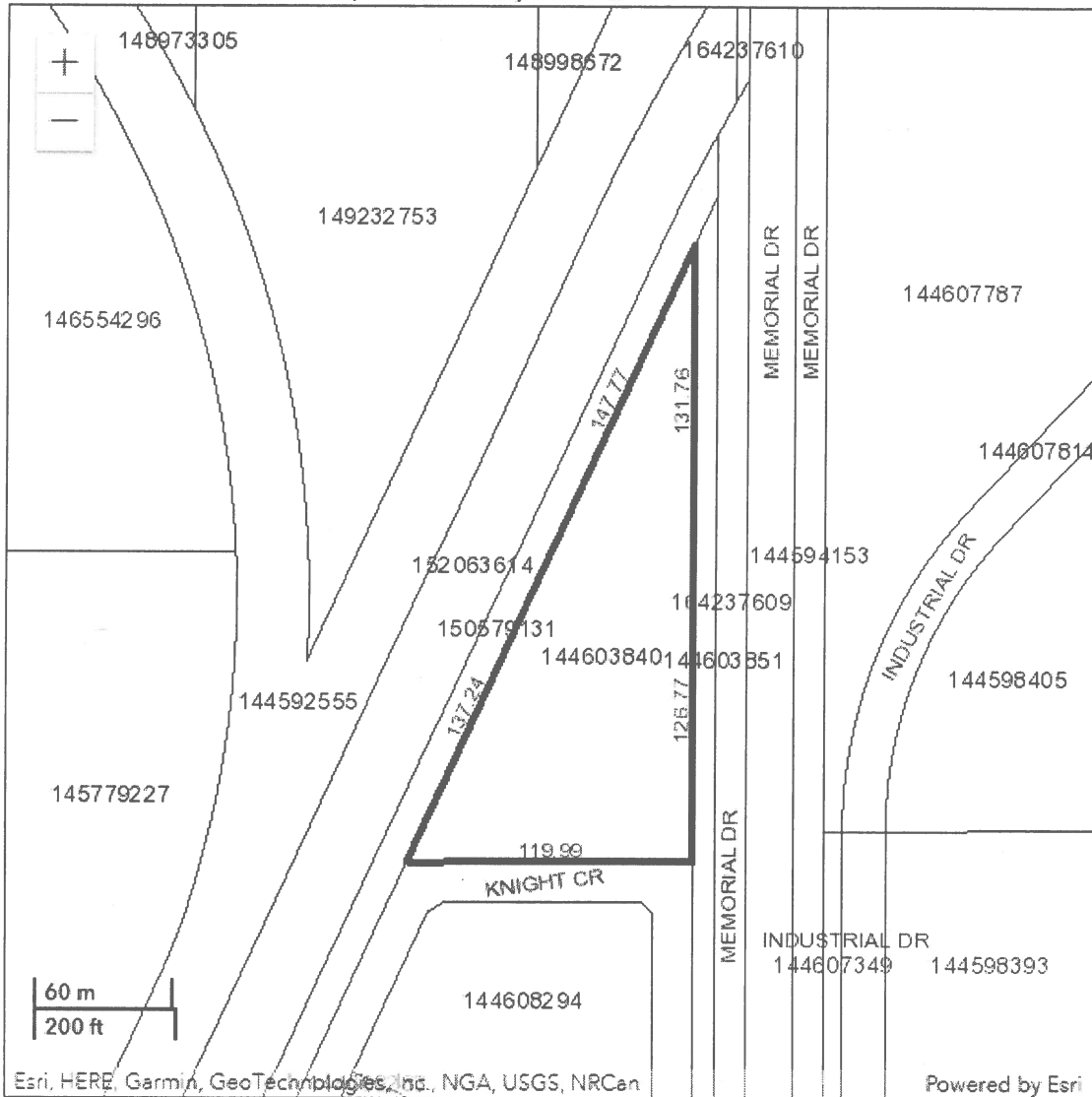




Schedule 'A'

Surface Parcel Number: 144603840

Request Date: Tue May 31 10:51:52 GMT-06:00 2022



Scale: 1:4514

Owner Name(s): City of Swift Current

Municipality: CITY OF SWIFT CURRENT

Title Number(s): 122365863

Parcel Class: Parcel (Generic)

Land Description: Blk/Par 1-Plan 79SC05303 Ext 0

Source Quarter Section: NE-19-15-13-3

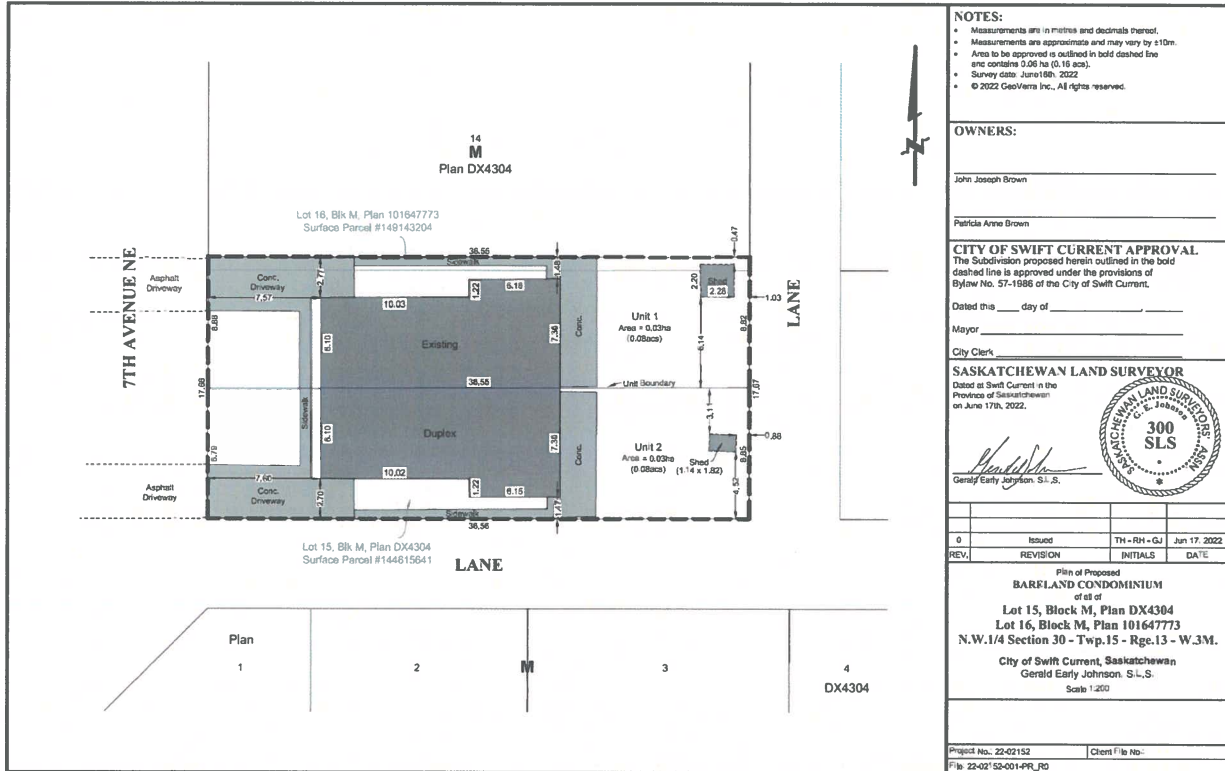
Area: 1.551 hectares (3.83 acres)

Converted Title Number: 79SC05303

Ownership Share: 1:1



# SCHEDULE 'A'



**NOTES:**

- Measurements are in metres and decimals thereof.
- Measurements are approximate and may vary by ±10m.
- Area to be approved is outlined in bold dashed line and contains 0.06 ha (0.16 acre).
- Survey date: June 18th, 2022
- © 2022 GeoVern Inc., All rights reserved.

**OWNERS:**

John Joseph Brown \_\_\_\_\_

Patricia Anne Brown \_\_\_\_\_

**CITY OF SWIFT CURRENT APPROVAL**  
 The Subdivision proposed herein outlined in the bold dashed line is approved under the provisions of Bylaw No. 57-1886 of the City of Swift Current.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**SASKATCHEWAN LAND SURVEYOR**  
 Dated at Swift Current in the Province of Saskatchewan on June 17th, 2022.

*Gerald Easty Johnson*  
 Gerald Easty Johnson, S.L.S.

**300 SLS**

0	Issued	TH - RH - CJ	Jun 17, 2022
REV.	REVISION	INITIALS	DATE

Plan of Proposed  
**BARELAND CONDOMINIUM**  
 of all of  
**Lot 15, Block M, Plan DX4304**  
**Lot 16, Block M, Plan 101647773**  
 N.W.1/4 Section 30 - Twp.15 - Rge.13 - W.3M.  
 City of Swift Current, Saskatchewan  
 Gerald Easty Johnson, S.L.S.  
 Scale: 1:250

Project No. 22-02152      Client File No. \_\_\_\_\_  
 File: 22-02152-001-PR\_R0



**DISCUSSION**

This proposal was reviewed against the City’s Development Plan, Zoning Bylaw and Subdivision Bylaw, as well as other bylaws, policies and statutory requirements, and no issues were identified in this review.

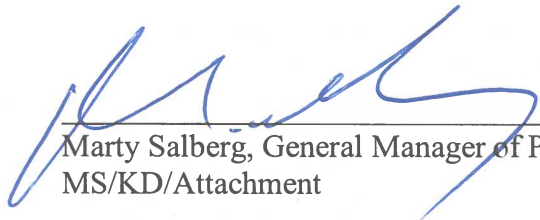
The attached Plan of Proposed Bare Land Condominium will consolidate Lot 15, Block M, Plan DX4304 and Lot 16, Block M, Plan 101647773 and create two (2) condominium units from the existing semi-detached dwelling. This will accommodate individual ownership of each duplex unit.

This proposal was circulated to various agencies for review. Comments received are as follows:

Department of Highways	No objection.
SaskPower	
City of Swift Current	Any shared services must be provided for under agreement or bylaw of the Condominium Corporation, or new services will be required at the Developer’s cost.
SaskTel	
Shaw Cable	
SaskEnergy	

**RECOMMENDATION**

THAT Council approves the proposed subdivision for bare land condominiums in Lot 15, Block M, Plan DX4304 and Lot 16, Block M, Plan 101647773; and that the Mayor and City Clerk be authorized to sign the Certificate of Approval.

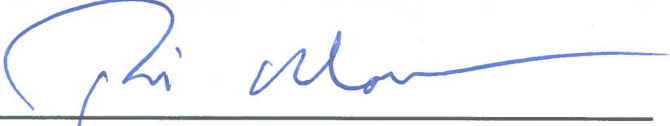


Marty Salberg, General Manager of Planning and Development  
MS/KD/Attachment

---

**CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**

**NOTES:**

- Measurements are in metres and decimals thereof.
- Measurements are approximate and may vary by ±10m.
- Area to be approved is outlined in bold dashed line and contains 0.06 ha (0.16 acs).
- Survey date: June 18th, 2022
- © 2022 GeoVerria Inc., All rights reserved.

**OWNERS:**

John Joseph Brown

Patricia Anne Brown

**CITY OF SWIFT CURRENT APPROVAL**

The Subdivision proposed herein outlined in the bold dashed line is approved under the provisions of Bylaw No. 57-1986 of the City of Swift Current.

Dated this \_\_\_\_ day of \_\_\_\_\_

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**SASKATCHEWAN LAND SURVEYOR**

Dated at Swift Current in the Province of Saskatchewan on June 17th, 2022.

*Gerald Early Johnson*

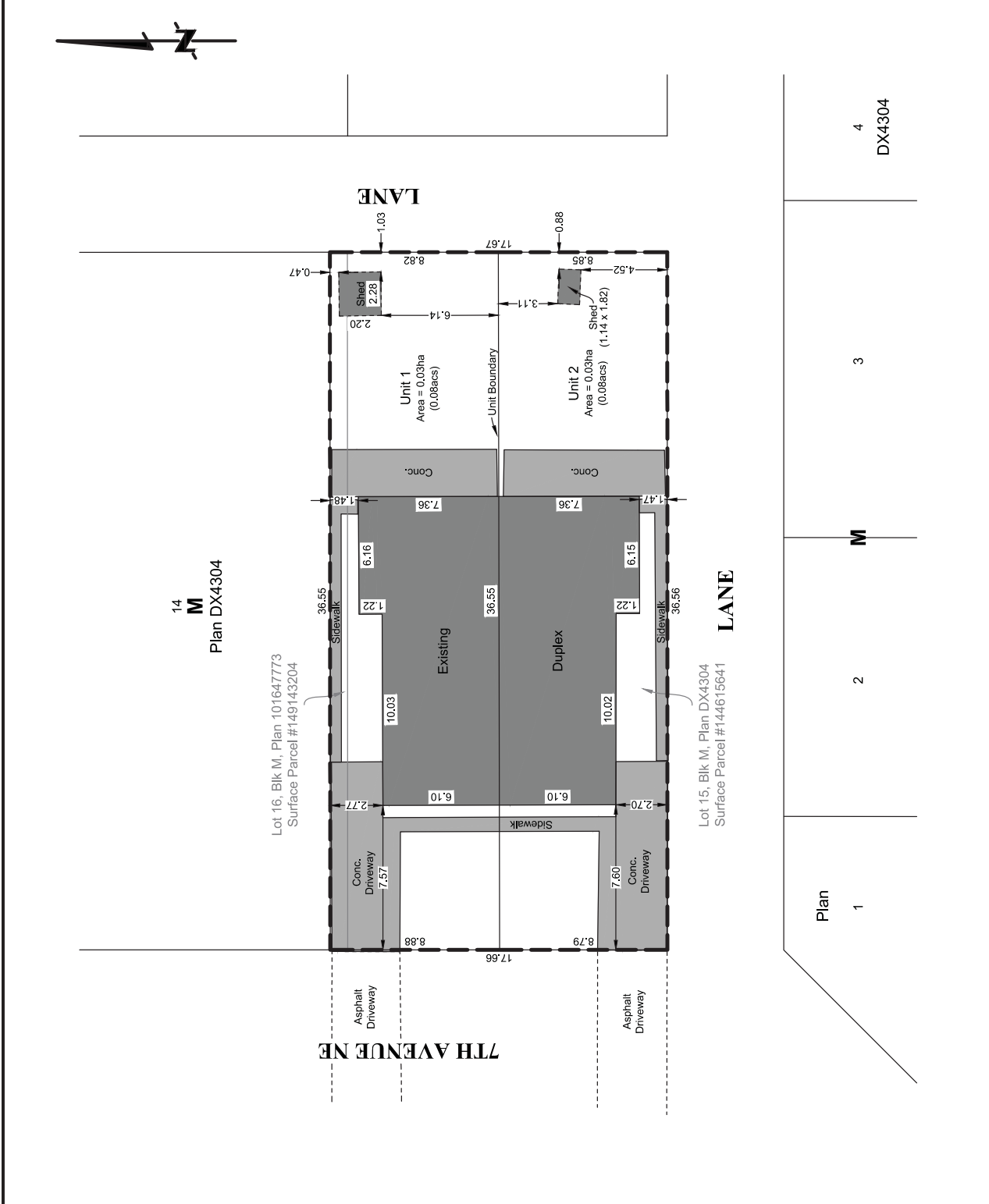
Gerald Early Johnson, S.L.S.



REV.	REVISION	INITIALS	DATE
0	Issued	TH - RH - GJ	Jun 17, 2022

Plan of Proposed  
**BARELAND CONDOMINIUM**  
 of all of  
**Lot 15, Block M, Plan DX4304**  
**Lot 16, Block M, Plan 101647773**  
**N.W.1/4 Section 30 - Twp.15 - Rge.13 - W.3M.**  
 City of Swift Current, Saskatchewan  
 Gerald Early Johnson, S.L.S.  
 Scale: 1:200

Project No.: 22-02152  
 Client File No.:  
 File: 22-02152-001-PR\_R0





# City of Swift Current

## C.A.O. Report

---

**Date:** August 18, 2022  
**To:** Chief Administrative Officer  
**From:** General Manager of Infrastructure and Operations  
**Subject:** **Light & Power – Purchase and Sale Agreement**

---

### **BACKGROUND**

On July 5, 2021, City Council approved the terms of a Memorandum of Understanding and directed Administration to proceed with acquiring an expanded electrical franchise service area from SaskPower.

### **DISCUSSION**

The Purchase and Sale Agreement sets out the terms for the acquisition of the expanded electrical franchise service area by the City of Swift Current from SaskPower. Included in the Exhibits of the Purchase and Sale Agreement are:

#### 1.01 (a) Consent to Distribution and Sale of Electrical Energy

Pursuant to *The Power Corporation Act*, SaskPower has the exclusive right to supply, transmit, distribute and sell electrical energy in the Province of Saskatchewan. The Act allows that SaskPower may, on any terms and conditions that it considers advisable, consent in writing to the supply, transmission, distribution or sale of electrical energy by another person. The Consent to Distribution and Sale of Electrical Energy Agreement provides SaskPower's consent for the City of Swift Current to distribute and sell electrical energy within the City's expanded electrical franchise service area.

#### 1.01 (b) Settlement Documents (Discontinuance of Claim and Mutual Release)

With the approval of the Purchase and Sale Agreement with SaskPower to acquire the expanded electrical franchise service area, the City of Swift Current and SaskPower have agreed to resolve the 2005 Court Actions.



1.01 (c) Termination of 1986 Electrical Supply Agreement

With the approval of the 2022 Electrical Supply Agreement, the Power Purchase Agreement 1986, amended in 1989 is no longer valid and requires to be terminated.

3.03 (a)(v) Bill of Sale and General Conveyance

With the approval of the Purchase and Sale Agreement with SaskPower to acquire the expanded electrical franchise service area, a Bill of Sale and General Conveyance Agreement is required at each closing of the transfer of the electrical franchise service areas.

3.03 (a)(vi) General Conveyance and Assumption Agreement

This exhibit transfers SaskPower's assets, contracts and surfaces rights as defined in the Disclosure Schedules to the City of Swift Current.

**RECOMMENDATION**

THAT Council approves the Purchase and Sale of Electrical Energy Agreement with SaskPower and that the Mayor and City Clerk be authorized to sign the said agreement and Exhibits.



---

Mitch Minken, General Manager of Infrastructure & Operations

---

**CAO Recommendation:**

*I concur with the recommendation.*



---

**Tim Marcus, CAO**



# City of Swift Current

## C.A.O. Report

---

**Date:** August 18, 2022  
**To:** Chief Administrative Officer  
**From:** General Manager of Infrastructure and Operations  
**Subject:** **Light & Power – Electrical Supply Agreement**

---

### **BACKGROUND**

The City of Swift Current Light & Power department is the electric utility provider within the defined franchise area for the City of Swift Current. This franchise area and the right to supply, transmit, distribute, and sell is defined in the Government of Saskatchewan *The Power Corporation Act*.

On July 5, 2021, City Council approved the terms of a Memorandum of Understanding and directed Administration to proceed with acquiring an expanded electrical franchise area from SaskPower.

### **DISCUSSION**

The City of Swift Current and SaskPower last entered into an Electrical Supply Agreement on December 19, 1986 which was amended on December 29, 1989. The Electrical Supply Agreement sets out the terms and conditions of the supply of electrical energy and demand by SaskPower to the City in bulk and that SaskPower consents to the distribution and sale of such electrical energy by the City within the City's electrical franchise area.

As part of the Purchase and Sale Agreement for the expansion of the electrical service franchise area, an updated Electrical Service Agreement has been negotiated.



**RECOMMENDATION**

THAT Council approves the Electrical Service Agreement with SaskPower and that the Mayor and City Clerk be authorized to sign the said agreement.



\_\_\_\_\_  
Mitch Minken, General Manager of Infrastructure & Operations

---

**CAO Recommendation:**

*I concur with the recommendation.*



\_\_\_\_\_  
**Tim Marcus, CAO**