



## **CITY COUNCIL**

**Tuesday, October 15, 2019, 5:30 p.m.  
Council Chambers, 2nd Floor, City Hall**

**1. CALL TO ORDER**

**2. PUBLIC ACKNOWLEDGEMENTS**

**3. ADOPTION OF MINUTES**

- a. Regular City Council Meeting Minutes - September 23, 2019

**4. MOTION TO GO INTO THE COMMITTEE OF THE WHOLE**

- a. Request to Address – Alpine Village II Condominium Board, CC-2019-0193
- b. Municipal Project Designation – West Park Community Association, CC-2019-0201
- c. Parking for the 2020 Scotties Tournament of Hearts, CC-2019-0202
- d. Recycling Collection Contract Renewal, CC-2019-0154
- e. 2019 Winter Maintenance Policy, CC-2019-0197
- f. Engineering Department Staffing – Construction Repair Crew, CC-2019-0181
- g. Strategic Plan, CC-2019-0189
- h. SUMA President's Update and 2020 Call for Resolutions, CC-2019-0184
- i. Appointment of Development Officer, CC-2019-0194
- j. Notice of Decisions of the Development Appeals Board, CC-2019-0185

**5. ADOPTION OF THE REPORT OF THE COMMITTEE OF THE WHOLE**

**6. REPORTS OF THE STANDING COMMITTEES OF CITY COUNCIL**

- a. Executive Committee - September 23, 2019
- b. Personnel Committee - October 2, 2019

**7. MATTERS ARISING FROM REPORTS OF STANDING COMMITTEES**

- a. Executive Committee - September 23, 2019
- b. Personnel Committee - October 2, 2019

**8. REPORTS OF ADVISORY AND OTHER COMMITTEES**

- a. Heritage Advisory Committee – September 18, 2019
- b. Special Needs Advisory Committee – September 18, 2019

**9. GIVING NOTICE**

**10. MOTIONS**

**11. BYLAWS**

- a. Consideration of Bylaws:
  - 1. Bylaw No. 5564, Sewer and Water Utility Amendment Bylaw 2018 (2), CC-2019-0192
- b. Introduction of Bylaws:
  - 1. Bylaw No. 5600, Procedure Bylaw Amendment, 2019 (2), CC-2019-0195

**12. ENQUIRIES**

**13. RESPONSE TO WRITTEN "ANSWER TO ENQUIRIES"**

- a. Answer to Enquiry #10 of 2019 - Outstanding Council Motions, CC-2019-0156

**14. PUBLIC FORUM**

**15. ADJOURNMENT**

*Executive Committee to follow.*

**The next regular meeting of City Council is scheduled for October 28, 2019.**



## **MINUTES**

### **Regular Meeting of City Council**

**Monday, September 23, 2019, 5:30 p.m.  
Council Chambers, 2nd Floor, City Hall**

PRESENT: Mayor Tolmie  
Councillor H. Eby  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor C. Warren  
Councillor B. Swanson

**1. CALL TO ORDER**

Mayor Tolmie called the meeting to order at 5:30 p.m.

**2. PUBLIC ACKNOWLEDGEMENTS**

Mayor Tolmie rose to acknowledge the City of Moose Jaw team whose work on "Mac the Six Million Dollar Moose" earned the City a 2019 Marketing Canada Award at the Economic Developers Association of Canada (EDAC) Conference on September 22, 2019. The award was based on having a limited budget, marketing an iconic figure, and gaining international exposure. Mayor Tolmie congratulated Communications Manager Craig Hemingway, Economic Development Manager Jim Dixon, City Manager Jim Puffalt and his team, and noted that the City would not have been able to win the award without the participation of the community.

**3. ADOPTION OF MINUTES**

**a. Regular City Council Meeting Minutes - September 9, 2019**

**Resolution #: 2019-09-23-395**

Moved by Councillor Swanson

Seconded by Councillor Warren

THAT the minutes of the regular meeting of City Council held on Monday, September 9, 2019 be approved and adopted.

Carried

**4. MOTION TO GO INTO THE COMMITTEE OF THE WHOLE**

**Resolution #: 2019-09-23-396**

Moved by Councillor Warren

Seconded by Councillor Swanson

THAT we now go into the Committee of the Whole under the Chairmanship of Deputy Mayor, Councillor Eby to deal with original communications, delegations and petitions.

Carried

Deputy Mayor, Councillor Eby reported that the Committee of the Whole considered the following communications, delegations and petitions:

**a. Waiver of Fees Request – Saskatchewan Health Authority, CC-2019-0174**

**Resolution #: 2019-09-23-397**

Moved by Councillor Warren

THAT representatives from the Saskatchewan Health Authority be allowed to address members of City Council regarding the waiver of fees request for the Yara Centre.

Carried

Ms. Cheri Statham and Ms. Megan Welwood, of Mental Health and Addictions Services, Saskatchewan Health Authority, addressed members of City Council.



**Resolution #: 2019-09-23-398**

Moved by Councillor Swanson

THAT the request to waive fees be denied.

Carried

**b. Mosaic Place General Manager, CC-2019-0171**

**Resolution #: 2019-09-23-399**

Moved by Councillor Froese

THAT City Council approve the appointment of Mr. Ryan MacIvor as the General Manager of Mosaic Place.

Carried

**c. Administrative Review Officer – 2018 Annual Report, CC-2019-0176**

**Resolution #: 2019-09-23-400**

Moved by Councillor Warren

THAT the 2018 Annual Report from Mr. David Foley, Administrative Review Officer, be received and filed.

Carried

**d. Appeal of Decision of the Development Appeals Board, CC-2019-0172**

**Resolution #: 2019-09-23-401**

Moved by Mayor Tolmie

THAT anyone in the gallery who wishes to speak to the matter be allowed to do so.

Carried

Mr. Sam Shaw, C & S Builders Ltd., addressed members of City Council.

**Resolution #: 2019-09-23-402**

Moved by Councillor Luhning

THAT the report dated September 11, 2019 from the Department of Planning and Development Services be received and filed.

Carried

**e. Budget and City Services Survey Results, CC-2019-0179**

**Resolution #: 2019-09-23-403**

Moved by Mayor Tolmie

THAT the report dated September 13, 2019 from the Communications Manager regarding the Budget and City Services Survey Results be received and filed.

Carried

**f. “Moose War” Marketing Impact, CC-2019-0177**

**Resolution #: 2019-09-23-404**

Moved by Councillor Warren

THAT the representative from Tourism Moose Jaw be allowed to address members of City Council.

Carried

Ms. Jackie L'Heureux-Mason, Executive Director, Tourism Moose Jaw, addressed members of City Council.

**Resolution #: 2019-09-23-405**

Moved by Mayor Tolmie

THAT the report dated September 12, 2019 from the Communications Manager regarding the Moose War Marketing Impact be received and filed.

Carried

**g. Appointments to the Youth Advisory Committee, CC-2019-0175**

**Resolution #: 2019-09-23-406**

Moved by Councillor Luhning

THAT Mayor Fraser Tolmie be appointed as the City Council representative to the Youth Advisory Committee for a term of office to commence September 1, 2019 and to conclude June 30, 2020; and

THAT Sara Wiens, Fernando Jose Boniza, Mariya Kotova, Ha'Keena Maneso, Sarah Gutek, Carina Pilon, Hayley Cowan, Reginald Tallud, Jadyn Moser and Rohit Vij be appointed as youth-at-large representatives to the Youth Advisory Committee for a term of office to commence September 1, 2019 and to conclude June 30, 2020.

Carried

**5. ADOPTION OF THE REPORT OF THE COMMITTEE OF THE WHOLE**

**Resolution #: 2019-09-23-407**

Moved by Councillor Luhning

Seconded by Councillor Froese

THAT the report of the Committee of the Whole be taken as read, received and adopted.

Carried

**6. REPORTS OF THE STANDING COMMITTEES OF CITY COUNCIL**

**a. Executive Committee - September 9, 2019**

**Resolution #: 2019-09-23-408**

Moved by Councillor Eby

Seconded by Councillor Froese

THAT the report of the Executive Committee meeting dated September 9, 2019 be taken as read.

Carried

**7. MATTERS ARISING FROM REPORTS OF STANDING COMMITTEES**

**a. Executive Committee - September 9, 2019**

**Resolution #: 2019-09-23-409**

Moved by Councillor Luhning

Seconded by Councillor Warren

THAT the report of the Executive Committee dated September 9, 2019 be received and adopted.

Carried

**8. REPORTS OF ADVISORY AND OTHER COMMITTEES**

**a. Environment Advisory Committee - September 10, 2019**

**Disposition of Report:**

**Resolution #: 2019-09-23-410**

Moved by Councillor Warren

Seconded by Councillor Froese

THAT the minutes of the Environment Advisory Committee meeting held September 10, 2019 be received and adopted.

Carried

**9. GIVING NOTICE**

- Nil.

**10. MOTIONS**

- Nil.

**11. BYLAWS**

**a. Introduction of Bylaw:**

1. Bylaw No. 5598, Zoning Amendment Bylaw, 2019 (3), CC-2019-0170

**Resolution #: 2019-09-23-411a**

Moved by Councillor Froese

Seconded by Councillor McMann

THAT Deputy Mayor Councillor Eby be allowed to introduce **Bylaw No. 5598, Zoning Amendment Bylaw, 2019 (3)**.

Carried

**Resolution #: 2019-09-23-411b**

Moved by Councillor McMann

Seconded by Councillor Froese

THAT Bylaw No. 5598 be now read a first time.

Carried

**Resolution #: 2019-09-23-411c**

Moved by Councillor Luhning

Seconded by Councillor Warren

THAT Bylaw No. 5598 be now read a second time.

Carried

**Resolution #: 2019-09-23-411d**

Moved by Councillor Warren

Seconded by Councillor Luhning

THAT we now go into Committee of the Whole under the Chairmanship of Deputy Mayor, Councillor Eby to consider Bylaw No. 5598.

Carried

**Resolution #: 2019-09-23-411e**

Moved by Councillor Warren

THAT clause by clause consideration of the Bylaw be and is hereby dispensed with and that the said Bylaw be approved in its entirety.

Carried

Your Committee of the Whole to consider **Bylaw No. 5598, Zoning Amendment Bylaw, 2019 (3)**, begs to report that the Bylaw passed this committee without amendment.

(SGD) Coun. Eby

Chairperson

**Resolution #: 2019-09-23-411f**

Moved by Councillor McMan

Seconded by Councillor Luning

THAT the report of the Committee of the Whole be received and adopted.

Carried

**Resolution #: 2019-09-23-411g**

Moved by Councillor Luning

Seconded by Councillor Warren

THAT Bylaw No. 5598 be submitted for Third reading forthwith.

Carried Unanimously

**Resolution #: 2019-09-23-411h**

Moved by Councillor Froese

Seconded by Councillor Warren

THAT Bylaw No. 5598 be now read a third time, adopted, signed by the Mayor and City Clerk, dated and sealed.

Carried

**12. ENQUIRIES**

Councillor McMan asked a verbal enquiry regarding why the Council motion regarding paratransit scheduling issues from the regular meeting of City Council held June 24, 2019 was dropped off the Outstanding Items list and when the report would be coming to Council, which was answered by Administration.

**13. RESPONSE TO WRITTEN "ANSWER TO ENQUIRIES"**

- Nil.

**14. PUBLIC FORUM**

- Nil.

**15. ADJOURNMENT**

The meeting adjourned at 6:45 p.m.

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MAYOR

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CITY CLERK



# City of Moose Jaw

## COMMUNICATION # CC-2019-0193

**TITLE:** Request to Address – Alpine Village II Condominium Board

**TO:** City Council

**FROM:** City Clerk/Solicitor's Department

**DATE:** October 2, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT representatives of the Alpine Village II Condominium Board be allowed to address members of City Council.

THAT report #CC-2019-0193 from the City Clerk/Solicitor's Department be received and filed.

### **TOPIC AND PURPOSE**

The purpose of this report is to transmit a Request to Address City Council received on October 2, 2019 from Ms. Dawna Matthews on behalf of the Alpine Village II Condominium Board regarding Council's decision regarding a lighting complaint submitted by a condominium owner.

### **BACKGROUND**

At the regular meeting of City Council held on September 9, 2019, Ms. Kathi Hagman, owner and resident of a condominium at Alpine Village II Condominiums, appealed to City Council regarding a decision by Bylaw Enforcement to close the file on her complaint regarding the brightness of lights in the condominium parking lot, which she claimed were lighting up living areas of her condo unit in contravention of City Bylaws.

At that meeting, Council passed the following resolution:

*"THAT City Council direct Administration to enforce Bylaw No. 5484, Property Maintenance and Nuisance Bylaw under the assumption that the affected property owner has separate title."*

Subsequently, the City sent an Order to Comply to the Condominium Board at 1292 Gordon Road ordering them to remedy the contravention by altering, removing



completely, or readjusting the light on the side of the exterior building so that the illumination is minimized to eliminate light from directly shining upon neighbouring properties.

### **DISCUSSION**

While the Condominium Board is not appealing the City's Order to Comply, the Board members wish to present their perspective to members of City Council regarding the matter.

### **PRESENTATION**

VERBAL: Ms. Dawna Matthews, Board member, will be presenting and other members of the Condominium Board will be in attendance to answer questions.

### **ATTACHMENTS**

- i. Correspondence from the Alpine Village II Condominium Board:
  - a. Request to Address City Council dated September 24, 2019
  - b. Canadian Condominium Institute Directors' Code of Ethics
  - c. Condominium Fact Sheet, Government of Saskatchewan
  - d. Property Sketch
  - e. Alpine Village II Complaint Policy

### **REPORT APPROVAL**

Written by: Maureen Latta, City Council Support  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Myron Gulka-Tiechko, City Clerk/Solicitor  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

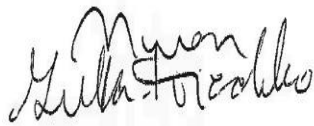
**Report Approval Details**

Document Title:	Request to Address - Alpine Village II Condominiums - CC-2019-0193.docx
Attachments:	- Attachment i Alpine Condominium.pdf
Final Approval Date:	Oct 6, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Myron Gulka-Tiechko



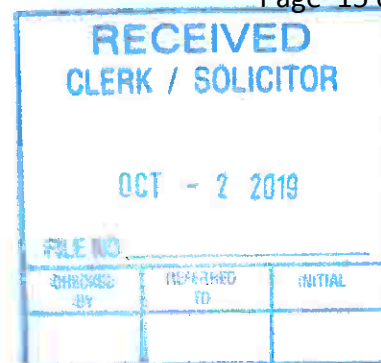
Jim Puffalt



Fraser Tolmie

Alpine Village II Condominiums  
 Box 2067  
 Moose Jaw, Sk.  
 S6H 4P1

City of Moose Jaw  
 The Mayor & Councillors  
 228 Main St. N.  
 Moose Jaw, SK.



Sept. 24, 2019

Without prejudice

Your Worship Mayor Tolmie

We wish to dispute the ruling by city council in the presentation by Ms. Kathi Hagman against the Condo Board of Alpine Village II Condominiums. We are not appealing the compliance order and are trying another lighting option but feel that Council erred in their decision in a matter beyond their authority due to flawed information and lack of due diligence.

We are of the opinion that a more prudent option would have been to return the issue to City Administration for further review rather than make a less than fully informed decision without complete knowledge or understanding of the situation at hand. Condominiums are gray areas in many ways and the issue of ownership is only one.

In reaching your decision the conversation dwelled on the word "property" and the Mayor stated, "we have to have the wisdom of Solomon here". As a Condo Board, we have had to try to achieve that wisdom and to have the patience of Job as well. After almost 10 or more years, we're not there yet but haven't given up. Without exception though, due diligence is always done to ensure that we continue to reach a higher standard of performance and ethical conduct.

***Two definitions under the Act for clarification:***

***"Unit" - A type of property ownership, not a style of building. In a regular condominium corporation, the owners own their individual unit (interior wall to wall) as well as a fractional interest in the common property.***

***"Common Property" - the part of the land and buildings included in a condominium plan that is not included in any unit shown in the condominium plan.***

***An example is the light in question is on the common property (which is owned by all 23 condo owners) of Building E and lights the common property parking area (owned by all 23 condo owners) and the attached light is not directed at any building, does light a portion of the outside of Building F and fenced exclusive use yard area of #19 (common property) owned by all 23 owners. All maintenance and repair of common property as well as the property tax of all common property in Condominiums is shared by all owners based on their share of ownership. All 23***

**owners paid for the existing light and will pay again for the new light and labour associated with it.**

As a Condominium Corporation we are governed by the 1993 Condominium Property Act; (the "**Act**") contains 115 sections (with hundreds of sub-sections) and is supplemented by approximately 70 regulations and 36 prescribed forms. Virtually every aspect of condominium law and administration is affected by the content of the *Act* and its supporting regulations, the 2001 Condominium Regulations, and we must also follow *The Saskatchewan Human Rights Code*, PIPEDA, Federal, Provincial and Municipal laws and our own Bylaws.

A board's role and responsibilities are not subjective; they are clearly identified in the Act and it is the Act that should be referred to for guidance. Section 17(4) of the Standard Bylaws, found in the Regulations, states: "**All officers of the corporation shall act honestly and in good faith and with a view to the best interests of the corporation, and each member of the board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.**"

Acting "honestly and in good faith" encompasses many things, such as an honest belief in the action one takes, the absence of malice and the absence of intent to defraud or to seek an unconscionable advantage over another.

Acting in the best interest of the condominium corporation involves a **fiduciary duty** which is often misunderstood. A fiduciary is a person who has agreed, or has undertaken, to act for, or on behalf of, or in the interest of, another person in a manner that will affect the interest of that other person in a legal or practical sense. **In common law**, board members of business corporations have long been held to owe a fiduciary duty to the corporation itself. **Similar considerations apply to condominium corporations. A board member does not owe a fiduciary duty to individual unit owners but does owe this duty to the corporation.**

The Act requires that not only must board members act, "honestly and in good faith", but **they must also, "Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances"**. This is identical to the standard of care imposed upon the board members of Corporations under *The Business Corporations Act* (Saskatchewan). This is an objective standard, as it relates to corporation administration, that the degree of care of a board member in one corporation may be compared to the degree of care exercised by board members in other corporations who are faced with similar circumstances.

**Section 35(1)** of the Act states that "A corporation is responsible for the enforcement of its bylaws and the control, management and administration of the units, and of the common property and common facilities.". At **Section 39(1)**, it furthers states that "subject to any restriction imposed or direction given at a general meeting, a board shall exercise the powers and perform the duties of the corporation.". It is suggested that a board member should read sections 35 and 39 on a regular basis as a reminder of their purpose as a member of the board, for often the purpose gets lost in the politics and social fabric of the community.

**A condominium corporation is the "occupier" of the common property for the purposes of liability under *The Occupiers' Liability Act*. The occupier of a premises owes a duty to take such care in all circumstances as is reasonable to see that persons entering on the premises, and the property brought on the premises by those persons are reasonably safe while on the premises.**

**Good governance includes making informed decisions, taking proactive measures to rectify existing or potential problems. We feel we did this by consulting with a professional for advice and not acting without it. We are continuing to do this.**

**We don't "just do our own thing" unlike how Ms. Hagman described her actions.**

We are members of CCI. The Canadian Condominium Institute ("**CCI**") is the voice of condominium in Canada. It is a national, independent, non-profit organization dealing exclusively with condominium issues. Formed in 1982, CCI represents all participants in the condominium community. Interested groups are encouraged to work together toward one common goal -- creating a successful and viable condominium community. CCI is a unique organization. It is member run, and member focused. For local information, find us on the internet at <http://cci-southsaskatchewan.ca> and <https://ccisouthsask.geniepad.com/>.

***Several comments made by Ms. Hagman were taken out of context and contrary to the full facts.***

**Discussion re having keys to vehicles** and units did occur when arriving at Bylaws which would allow smooth operation for governance and maintenance of our newly established self managed Board of Directors in 2010. This was based on fact that power meters for each owner were in one unit of each of the three buildings and access had to be available for Sask Power for readings. As to vehicles, we discussed how to handle snow removal if an owner was away or not able to be reached for vehicle removal to allow parking lot clearance.

The statement about **having to arrange her own snow removal**-fact as with many homeowners and businesses we are on a contractor list and snow removal is not necessarily done first thing in the morning. The arrangement made by Ms. Hagman involved having her friend who was working clearing the parking area at Regal Villa (presumably paid by the City) come down the alley and clear her parking use area with his front-end loader.

She did not find the grass cutting done by various individuals or the equipment used over the years to her satisfaction and has decided to cut her exclusive use small area.

These were choices she decided to follow to satisfy her wishes.

**We did ask by phone, if she would like to meet with the Board** to discuss the situation and to send us an email outlining her concerns, but this never materialized.

**Conflict and discord-** All communities have conflict at some point, and we are not exempt. Conflict can take on many faces including inter-personal conflict and it is often said that Condo living isn't for everyone. We hear about dysfunctional organizations and Condo corporations can become exactly that if the conflict becomes deep rooted. When your community has ongoing systemic conflict where bullying tactics are commonly engaged, this usually represents the efforts of individuals or groups to secure a more favourable long-term power position. We have found that *Enduring conflict* never really goes away, it just keeps recurring... *Enduring conflict* can relate to the structure of the Condo corporation

including issues such as limited financial resources, conflicting roles, personality traits, owners' values and identity; we have had all of these. Condo boards are made up of people. People make mistakes. To address conflict some Condos, use avoidance, thinking that if they ignore it the problem will go away. However, the head in the sand approach doesn't work and can escalate the conflict and/or distill it into *enduring conflict*. Another poor approach is to stop all communication with the owner who the dispute is with; thinking that by not communicating the dispute will not escalate. Often, we forget that by not responding to communication our silence is making a statement. We have erred in our approach at times in the past due to just not knowing how to handle the situation. We may not be able to ever resolve the conflict, only manage it. There are no easy answers but, in an effort, to gain deeper knowledge and tools to handle this our Board participated in a Condo Conflict Workshop Sept. 28 with a leading Canadian Mediator, Mark Bhalla.

**Email from Condo Board-** This referenced email from the Condo Board after the Correspondence from the City is an unknown document. We will be demanding to see this as no such document exists.

We are providing the correspondence concerning the light issue and the work the volunteer owner Board has done to arrive at our original plan and to try to resolve Ms. Hagman's concerns. We have spent hundreds of hours researching, in meetings, consulting legal and other professional advice. We had numerous Special Board meetings dealing with this issue. We offered a meeting and ADR (Alternate Dispute Resolution or mediation) but received no response.

**Again, we don't have the liberty to "just do our own thing".**

We are also including a drawing of our property, The Saskatchewan Government Fact Sheet, "introduction to Condominiums", The Code of Ethics we use as our Standard of Conduct and the Complaint Policy we adopted to allow more consistent handling (which was not used by Ms. Hagman).

We are far from perfect and always try to do the best for our small community despite views to the contrary.

If more information is required, we will be willing to provide more.

Thank you for your time and willingness to hear our side of the issue presented at the Sept. 9 council meeting of which we had no prior knowledge or any consultation on actions we had taken. We would have wished that we be given the same public discussion at that time with a more unbiased informed decision.

Thank you,

Dawna Matthews for the Alpine Village II Board

Lise Corbett, Brent Wapple, Deb Hill, Kenny Chan



## DIRECTORS' CODE OF ETHICS

RE: CONDOMINIUM CORPORATION NO. \_\_\_\_\_

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director:

**Honesty and Good Faith** – I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

**Care, Diligence and Skill** – I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

**Conflict of Interest** – I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favour the interests of any individual or group of owners or residents.

**Confidentiality** – I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

**Good Conduct** – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

**Support** – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

**Defamation** – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

**Minimize Conflict** – I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first class image for our Corporation, its units, owners and residents.

**Education** – recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself by reading relevant magazines (such as any publication published by your local CCI Chapter, CM Magazine or Condominium Business Magazine). I will support attendance by one or more Board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's various levels of courses for Directors at the cost of the Corporation.

**Agreement** – I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

WITNESS:

\_\_\_\_\_

SIGNATURE

PRINT NAME OF DIRECTOR

UNIT NO.

[You are free to use this Code of Ethics in its current form; if you alter this document in any form, you must note it is modified from the CCI original document.] If your Condominium uses this code, please let CCI know – e-mail: [cci.national@associationconcepts.ca](mailto:cci.national@associationconcepts.ca)



Office of Public Registry Administration  
condos@gov.sk.ca

## **CONDOMINIUM FACT SHEET:**

### **INTRODUCTION TO CONDOMINIUMS**

#### **What is the applicable legislation?**

The current Act is [\*The Condominium Property Act, 1993\*](#).

The current Regulations are [\*The Condominium Property Regulations, 2001\*](#).

Both the Act and the Regulations contain all recent amendments and are available on the Queen's Printer website at [www.qp.gov.sk.ca](http://www.qp.gov.sk.ca).

#### **What is a condominium?**

A condominium is a type of property ownership rather than a physical structure or style of building. This means that the full range of housing types can be included in a condominium, whether apartment, townhouses or semi- or fully detached houses. There are also condominiums used for commercial, agricultural and mixed use properties.

In a condominium development:

- each owner of a condominium unit (for example, the townhouse) has individual ownership of that unit; but
- all owners of the condominium units collectively own the common property.

*Clause 2(1)(i) and Sections 6 and 7 of the Act*

#### **What is a condominium unit?**

A condominium unit is a space described as a unit on the condominium plan. A condominium unit can have a variety of uses including commercial, agricultural, services, parking and residential. Each condominium unit has individual ownership of that unit and is titled in the Land Registry.

#### **What is common property?**

It is any land and buildings included in a condominium plan that is not included in any unit shown in the condominium plan. Examples of common property can include landscaping, hallways, paving and elevators. Common property benefits all owners.

*Clause 2(1)(h) of the Act*

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The contents of this factsheet are intended to convey general information only. It is not intended to be and should not be relied upon for legal advice in any circumstance. You should always seek the advice of legal counsel.



**How is the common property of a condominium corporation held?**

All owners of condominium units collectively own the common property. Each unit owner owns a share of the common property and this share of the common property is shown on the title to the unit. A share in common property cannot be disposed of separately from the unit.

The owner's share of the common property is proportional to the unit factor for the individual unit. The unit factor is important because it affects each owner's contribution to the condominium for common expenses and the reserve fund.

*Section 6 of the Act and Subsection 12(2) of the Regulations*

**How many shares of common property are in a condominium corporation?**

All unit factors in a complex must total 10,000.

*Section 6 of the Act and Subsection 12(2) of the Regulations*

**Who is the condominium corporation?**

A condominium corporation consists of all persons who own the units shown on the condominium plan. This means that the owners are the condominium corporation.

*Clause 34(3)(a) of the Act*

**How is a condominium corporation set up?**

A condominium corporation is set up in the Corporate Registry at [Information Services Corporation](#) when the first titles are issued to the units on the condominium plan.

**What are the powers of a condominium corporation?**

A corporation may:

- sue with respect to any damage or injury to the common property or losses to the corporation or any damage, injury or losses that affect unit owners jointly caused by any person, whether an owner or not;
- be sued with respect to any matter connected with the parcel for which the owners are jointly liable;
- by passing a special resolution, acquire or dispose an interest in real property;
- subject to the bylaws, borrow money for the purpose of carrying out the objects and performing the duties of the corporation; and
- subject to the bylaws, grant a security interest in real or personal property that is owned by the corporation or in any amount that is due or has been collected from an owner for the reserve fund or the common expense fund.

*Section 34 of the Act*

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### **What are the duties of a condominium corporation?**

A corporation is responsible for:

- the enforcement of its bylaws;
- the control, management and administration of the units, and of the common property and common facilities;
- keeping the common property, common facilities and services units in a state of good and serviceable repair and to maintain them properly;
- complying with notices or orders by the local authority or any other public authority requiring repairs to the buildings or work to be done with respect to the parcel;
- complying with any reasonable request for the names and addresses of the persons who are members of the board; and
- filing any prescribed returns with the Director of Corporations.

### *Section 35 of the Act*

### **How is owning a condominium unit different from owning a single home dwelling?**

Although condominium ownership is often thought of as care free living, ownership of a unit does come with some unique responsibilities that differ from a single home dwelling. When you own a condominium corporation, you share collective responsibility with all other unit owners for the operation of the condominium corporation. This means you:

- have to live in close proximity to others in the condominium corporation;
- share ownership of the common property;
- have to become familiar with and abide by the obligations set out in *The Condominium Property Act, 1993* and Regulations;
- have obligations to the condominium corporation that you must meet, for example:
  - share responsibility to elect a board of directors for the condominium understanding that the board is then entrusted to make many decisions that affect all unit owners;
  - responsibility to contribute financially to the common expense and reserve funds for the maintenance, repair, insurance and operation of the common elements or elements that the bylaws require the corporation to maintain; and
  - have to comply with the bylaws; and
- have given power to the condominium corporation to make some decisions that affect all unit owners, for example:
  - setting contributions including increases for common expense and reserve fund contributions that you may not always agree with; and
  - passing bylaws that you must abide by which you may not always agree with.

### **How do I know what I own?**

You can determine what you own by reviewing a search of your title and your plan. This is relevant as it will assist you in determining what you are responsible to maintain and repair.

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**How do I locate my condominium title?**

Titles are available for a fee at [Information Services Corporation](#). You can obtain assistance in how to search for a title by calling ISC toll free at 1-866-275-4721 or submitting an email to [ask@isc.ca](mailto:ask@isc.ca). If you need assistance in the interpretation of the title, you could seek legal advice.

**How do I locate my condominium plan?**

Plans are available for a fee at [Information Services Corporation](#). You can obtain assistance in how to search for a plan by calling ISC at 1-866-275-4721 or submitting an email to [ask@isc.ca](mailto:ask@isc.ca). If you need assistance in the interpretation of the plan, you could seek legal advice or advice from a land surveyor.

**Who is responsible for maintenance of items that are not clearly within my unit such as decks, doors, windows, air conditioners etc.?**

There is not a generic answer to this issue for all condominiums. The answer depends on a number of factors, including:

- what type of condominium unit you have - bare land or regular;
- the time frame in which your condominium was built;
- any descriptions or limitations noted on the condominium plan;
- the physical location of the items in question;
- whether the bylaws for your condominium corporation have been amended to take on the maintenance of any part of an unit; and
- the application of *The Condominium Property Act, 1993* given the content of the above.

You should obtain a copy of your condominium plan and bylaws from the Condominium Corporation or [Information Services Corporation](#). If you require assistance in the interpretation of a plan or your bylaws, you could seek legal advice or advice from a land surveyor.

**Can the corporation or its agent enter my unit?**

Yes. The corporation or its agent can enter the unit at any reasonable time after giving a 24 hours notice for carrying out the object and perform the duties of the corporation. The notice is not required if the board or any person authorized by the corporation ascertains that an emergency exists.

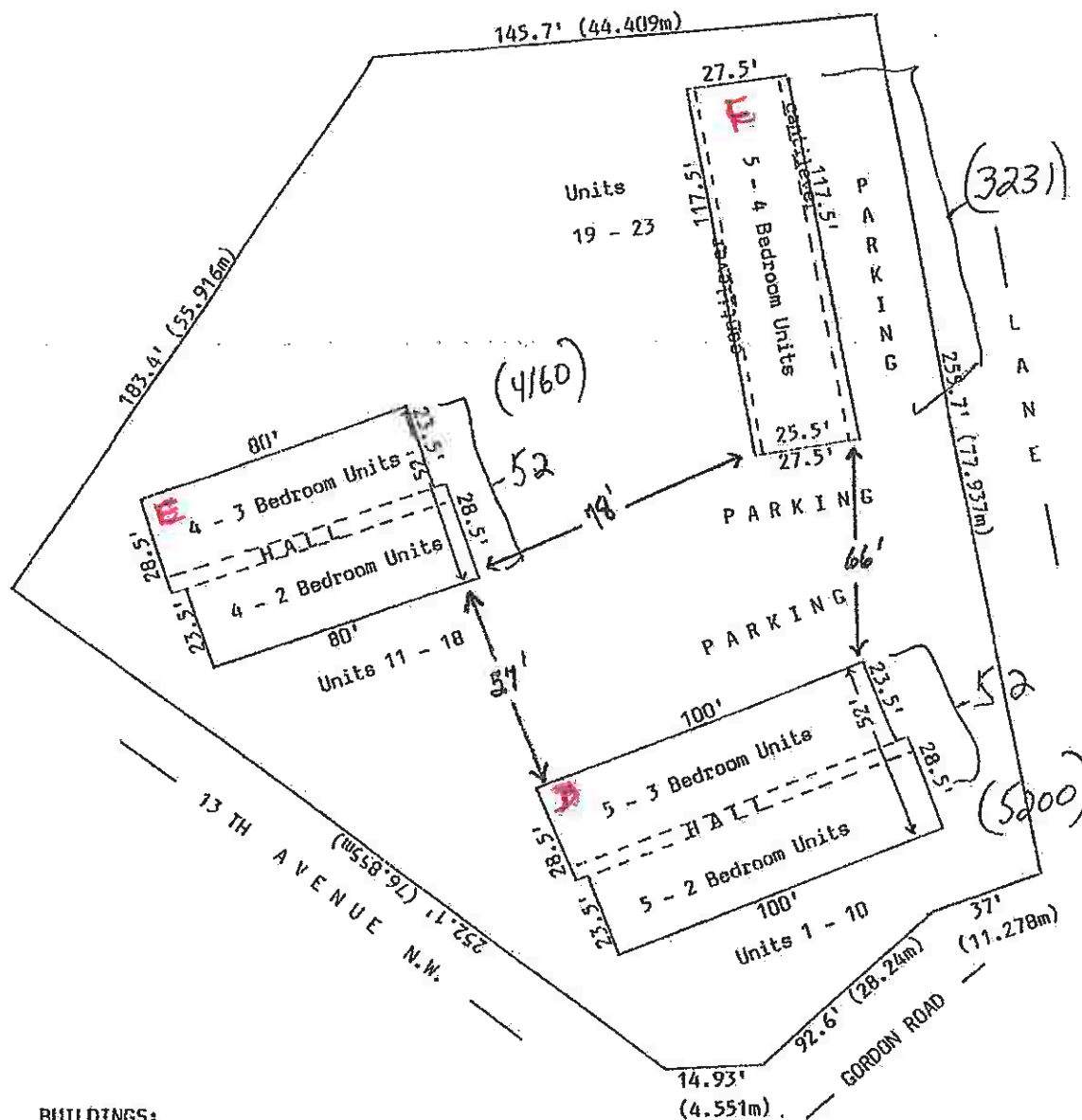
*Section 36 of the Act*


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The contents of this factsheet are intended to convey general information only. It is not intended to be and should not be relied upon for legal advice in any circumstance. You should always seek the advice of legal counsel.

-18-

## PROPERTY SKETCH

BUILDINGS:

Units 1 - 10:

 $52' \times 100' \times 2 = 10,400 \text{ sq. ft.}$   
 $(15.85\text{m} \times 30.48\text{m} \times 2 = 966.16\text{m}^2)$ 

Units 11 - 18:

 $52' \times 80' \times 2 = 8,320 \text{ sq. ft.}$   
 $(15.85\text{m} \times 24.38\text{m} \times 2 = 772.928\text{m}^2)$ 

Units 19 - 23:

 $25.5' \times 117.5' \times 1 = 2,996 \text{ sq. ft.}$   
 $27.5' \times 117.5' \times 1 = 3,231 \text{ sq. ft.}$   
 $(7.77\text{m} \times 35.81\text{m} \times 1 = 270.328\text{m}^2)$   
 $(8.38\text{m} \times 35.81\text{m} \times 1 = 300.16\text{m}^2)$ 

TOTAL  $24,947 \text{ sq. ft.}$   
 $(2317.58\text{m}^2)$

Site:

Approximately  $66,300 \text{ sq. ft.}$  ( $6159.27\text{m}^2$ )  
 or 1.52 acres (.615 ha)

Site Coverage:

Building Ground Floor Area =  $12,356$   
 Site Area =  $66,300 = 19\%$

## Alpine Village II

### Complaint Policy

In a multi-family property that can house many people, one must deal with owner complaints when personalities clash and patience wears thin. Demographically speaking, there is usually a range of ages in the complex which adds fuel to the fire. For the most part we have been very fortunate with the number of issues we have had to handle.

Complaint and request management can be a tough aspect of a self managed Board's job. It requires a great degree of investigation, correspondence and communication to determine the serious complaints from the less serious, petty complaints made and focus on the problem, not the person.

The Board discussed setting consistent policies to make things easier to process and to keep track. This isn't our most favourite thing to do, but it's important to keep track of resident complaints and requests and resolve them quickly. As a condo board, keeping track of complaints can help identify possible troublesome situations. Without clear records, it's next to impossible to follow up with condo residents or establish accountability. When resolution doesn't happen promptly or at all, we could have some angry residents. To keep complaints and requests organized, and to mitigate owner clashes, we plan to follow the three tips below:

1. Establish Standards: How will condo residents submit their requests or complaints? We don't want to be opening the door and be taking complaints and requests or during random encounters; but resident questions and complaints deserve to be answered. If the information is written down, it's easier to organize, remember, and act. Therefore, to keep processes organized and vital information together, we have created a standardized form for owners to fill out. If they have a request, fill out the form. If someone's venting about a noisy neighbour, direct them to the form. This will save us from having to go back to clarify information. Including specifics such as date and nature of the complaint, the reason for the request, etc., will help us understand the situation better and determine our course of action. This form will also make it clear to all residents how they must proceed when an issue arises.
2. Create a Spreadsheet: Once we have all the details collected by the form, we will input them into a spreadsheet for easy reference. It involves a lot of work at the start, but it will save us time if we must look back on them. Having a system to track and resolve resident complaints and requests helps spot reoccurring problems and allows organizing them based on severity. It's important to note in the spreadsheet the date when anything occurs—when you received the form, when you acted, when there was a resolution, etc. You should also note what form of action you took, whether you personally talked with the individual or sent them a letter. If the person who filed the complaint or request, later, asks you specific details, you can easily tell them what the result was and when it happened.

3. **Keep Transparency Going:** If there's a reoccurring complaint or request, like a maintenance issue or a request to keep a service running longer, bring it to the attention of the rest of the condo board. We will **keep** our residents and board members in the loop about all maintenance issues and property repairs and keep the resident who made the complaint or request in the loop, so they know things are getting handled and fixed.

What is an accepted complaint?— "Accepted complaint" means a complaint received by the Board containing enough documentation and addressing a subject within the control of the Board,

Filling Out the Complaint Form— Enter your name, Unit #, telephone number(s) and e-mail address, date.— Indicate the nature of the complaint

- If you have a complaint, please contact us with the details in writing, addressed to the Board.
- **What will happen next?**

1. We will send you an e-mail acknowledging receipt of your complaint within three days of receiving it.

2. We will then investigate your complaint. This will normally involve discussing your complaint at a meeting of the Board who will review the matter and speak to the members involved or research the issue.

3. The Board will endeavour to send you a detailed written reply to your complaint, including suggestions for resolving the matter, within 28 days of sending you the acknowledgement letter. Alternatively, we will invite you to a meeting to discuss and hopefully resolve the matter. We will endeavour to do this within 14 days of sending you the acknowledgement letter/e-mail.

4. Within five working days of the reply/meeting, we will e-mail you to confirm what took place and any solutions agreed upon with you.

5. If you are still not satisfied, you can then contact:

[http://publications.gov.sk.ca/documents/9/81987-InformationDispute Resolution March2016.pdf](http://publications.gov.sk.ca/documents/9/81987-InformationDispute%20Resolution%20March2016.pdf)

## Submit a Complaint Form

Are you a tenant? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you an owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Unit # \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Describe the issue or complaint and expected resolution:

**In case of water, flooding or sewage, please phone the President immediately.**

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Signature of complainant: \_\_\_\_\_

Photos/documentation of problem:

Date received by the Board \_\_\_\_\_ Title \_\_\_\_\_

**\*Please note that if you are a tenant, your landlord will be advised of the complaint.**

Alpine Village II Condominiums  
Box 2067  
Moose Jaw, Sk. S6H4P1

September 30, 2019

City of Moose Jaw  
228 Main Street North  
Moose Jaw, SK. S6H 3J8

Re: Sept. 09, 2019 Council Ruling

We are writing to request the opportunity to appear before city council. We wish to discuss background and legal information which led to our decision **and not to dispute the compliance order.**

While the basis for Councils' decision was on the interpretation of property as pertains to the Property Maintenance and Nuisance Bylaw Light

**12 No owner of a property shall cause or allow "any" light fixture attached to that property or illuminated signage to "shine directly" into or cause a nuisance to an adjacent property.**

The interpretation was flawed as applies to Condominiums as the complaint does not have Separate title to the property. We wish to provide information which may assist Council in future dealings as applies to Condominiums; the act which governs us and the processes we must follow to manage the Corporation.

Thank you for your consideration of this request.

Dawna Matthews, Vice President, Treasurer  
306-690-5019  
[Jodawn1@sasktel.net](mailto:Jodawn1@sasktel.net)

Lise Corbett, President  
306-630-9033  
[ldranch@hotmail.com](mailto:ldranch@hotmail.com)





# City of Moose Jaw

## COMMUNICATION # CC-2019-0201

**TITLE:** Municipal Project Designation – West Park Community Association

**TO:** City Council

**FROM:** The Department of Parks and Recreation

**DATE:** October 3, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT representatives of the West Park Community Association be allowed to address City Council; and

THAT the West Park Community Association be designated as a municipal project until June 30, 2021 with either party being able to terminate this designation with 90 days' notice; and

THAT a report be provided to City Council for consideration once funding and construction plans are finalized.

### **TOPIC AND PURPOSE**

The purpose of the report is to request City Council's approval to designate the West Park Community Association as a municipal project.

### **BACKGROUND**

The City of Moose Jaw received a request from the newly formed West Park Community Association to enhance the outdoor recreational amenities in the West Park through a partnered approach, which includes a community fundraising campaign. The Association has also asked that the project be designated as a municipal project so that charitable donation receipts can be provided by the City to individuals and businesses contributing to the project.

The following is a summary of the amenities they believe should be added to the existing municipal reserve lands:

- Expansion to the existing playground to include more overhead components for older children.
- Multi-use sport pad that can be used as an outdoor skating rink during the winter and basketball court during the summer months.
- Spray park.
- Pavilion/gazebo to be used as a common gathering area for the community.

The West Park Community Association is estimating that the enhancements will cost approximately \$255,000 and their goal is to fundraise 50% of the required funding. The remaining balance would be a request to the City to allocate funding from the West Park Development Levies that have been collected to date. (Current balance of the West Park Development Levy Account is \$192,000.)

The funds in the West Park Development Levy Account must cover the costs of developing all future open space in West Park therefore accessing the entire amount would not be recommended.

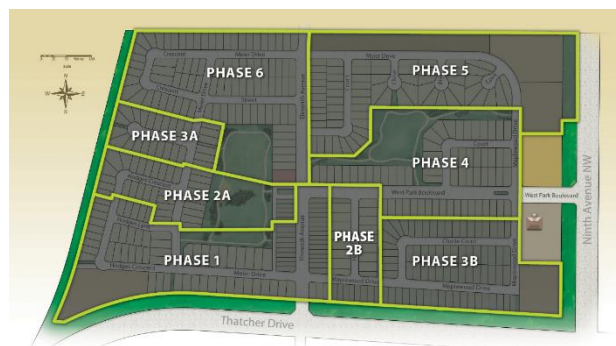
## **DISCUSSION**

Municipalities are considered qualified donors by the Canada Revenue Agency and can issue official donation receipts for income tax purposes. In the past City Council has designated municipal projects that have a broad scope and benefit the general population. By designating the project as a municipal project, all funds received are directed to the requested project without further approvals.

The City of Moose Jaw currently has eight designated municipal projects with each requiring accounting of funds, receipt of funds and tax-deductible receipt production.

Administration is recommending that the request to be designated as a municipal project be approved, however that a further report be provided to City Council for approval prior to the start of any construction. The Association requires time to raise the necessary funds and the Parks and Recreation Department would like to review the amenities being proposed to ensure they align with community needs. As previously indicated, there may be a request to access the West Park Development Levy account, therefore, detailed budget pricing would be required before presenting the request to City Council.

West Park is one of the City's newest developments and is structured in 6 phases as per the map below.



Residential lot development is currently in Phase 3A/3B and the municipal reserve lands identified for these new amenities are nearing substantial completion with some deficiencies that still need to be addressed. The Parks and Recreation Department has assumed the maintenance of the green space. The proposed locations of the amenities are included in attachment ii.

### **PUBLIC AND/OR STAKEHOLDER INVOLVEMENT**

The West Park Community Association has completed significant consultation with local area residents as a letter and survey were handed out to 154 households to gather input on the project. (Sample of the letter is included as Attachment iii.)

#### **Community Survey Results:**

136 of the 154 households responded (88%)

Do you have children or grandchildren that currently use the existing playground?

- 77% said yes

Do you have children or grandchildren that might use the proposed amenities?

- 85% said yes

Are you in support of the project?

- 100% said yes

It should be noted that as of 2018 Stats Can indicates there are 152 children, under the age of 15, projected to be living in West Park.

### **STRATEGIC PLAN**

The proposed project aligns with the Strategic Priority of Community Wellness as outlined in the City of Moose Jaw Strategic Plan.

### **OFFICIAL COMMUNITY PLAN**

The proposed project aligns with the following objective of the Official Community Plan for the City of Moose Jaw:

- 13.1 (c) *To provide parks, open space and recreational program delivery at a level that aids in the attraction and retention of young families to and in the City.*

### **FINANCIAL IMPLICATIONS**

There are some administrative and mailing costs associated with this project. The majority of the costs relate to the issuance and mailing of receipts (\$1 - \$2 per donor). The Financial Services Department has indicated that they have the capacity to absorb the costs of producing and mailing the receipts.

**OTHER CONSIDERATIONS/IMPLICATIONS**

There are no bylaw, policy or privacy implications and no other recommendations associated with the report.

**PUBLIC NOTICE**

Public Notice pursuant to the Public Notice Policy is not required.

**PRESENTATION**

VERBAL: The Director of Parks and Recreation will be in attendance to answer any questions following the presentation made by the West Park Community Association.

**ATTACHMENTS**

- i. West Park Community Association Letter of Request
- ii. Proposed West Park Outdoor Amenity Locations
- iii. West Park Community Association Consultation Letter to Residents

**REPORT APPROVAL**

Written by: Derek Blais, Director, Parks and Recreation  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*City Manager Comments*

*This group has completed many tasks required to move a project of this nature forward and a part of our role as a City is to partner with and encourage any party that wants to help our Community grow and prosper. With a dedicated community group and working in partnership, together we can accomplish so much more.*

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	Municipal Project Designation – West Park Community Association - CC-2019-0201.docx
Attachments:	- West Park Community Association Request Letter.docx - West Park Village (Colour).pdf - WEST PARK COMMUNITY - Resident Consultation.docx
Final Approval Date:	Oct 7, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie

Dear Councilors,

West Park is a growing and exciting new community in Moose Jaw. The people who live in West Park are intertwined; many have known each other for years, through growing up together, kids' activities or from our community BBQ's and other community events, while those new to the city or area find themselves immediately welcome. This is a community that is connected by a common park area that encourages physical activity, socializing and is a perfect centerpiece to a growing and vibrant community.

Our community of young families is growing and our goal is for our park to grow with us. The West Park Community Association, in consultation with our residents is proposing to build an outdoor skating pad that doubles as a basketball court, an expansion to the playground equipment (wheelchair accessible) and a splash park. This combined with the building of a pavilion/gazebo as a common gathering area would allow further connection of families that the West Park Community and surrounding area would use for more than a generation.

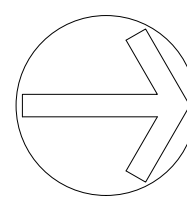
Our community thrives because we have developed a network of residents that are interconnected. It is the spirit of community that drives West Park and its goal to expand our common areas to include these amenities. Our current fundraising platform has been a combination of private donations, which has raised \$10,000 to date, with close to 30% of that driven by our kids. The kids of West Park, with parental support have had bottle drives, lemonade stands and have been out collecting consultation signatures from residents to show support for this project. In addition, the West Park Community Association is currently in discussion with a number of corporate and community based association about providing financial support.

Our group has had a number of discussions and meetings with City of Moose Jaw management, which has been supportive of our initiative. We understand that there are funds that have been set aside for future park development in West Park and we are looking to partner with the city to not only construct the new amenities, but to build the framework for how our residential parks should look and how residents and the city can work together. In addition, we request that our initiative be designated as a Municipal Project, so that we can issue tax receipts to our donors. We expect that our fundraising campaign will be complete by June 30, 2021.

Please consider our proposal for improving the common area of the West Park community, which will benefit our community for generations to come.

Sincerely,

The West Park Community Association



# PROPOSED PARK ENHANCEMENTS

**WEST PARK COMMUNITY – PROPOSED PLAN FOR NEW PARK AMENITIES (Residents Consultation)**

June 22, 2019

Dear West Park Residents,

We are writing to advise you that a group of West Park residents (the **“WP Committee”**) have been working on a proposal to provide new amenities for the park that would include more playground equipment, a large asphalt area complete with two basketball nets that may double as a hockey rink in the winter (the **“Amenities”**).

The proposed playground equipment would be adjacent to the existing playground equipment, while the proposed location for the basketball/hockey area would be closer to the existing building on the east side of the park that backs on to the alley way of 11<sup>th</sup> Avenue (see attached location map and sample designs below). Once completed, all improvements to the property would vest and remain the property of the City, who would be responsible for all future maintenance of the Amenities.

As part of the approval process, we are required to carry out a public (residents) consultation process between now and July 4, 2019 and forward all the responses back to the City for review. Upon completing this consultation and pending there are no issues from areas residents regarding the proposed Amenities, the WP Committee will continue to move forward with plans to build the Amenities, which include (but are not limited to), raising the necessary funds, obtaining quotes for construction and entering into agreements with the City.

Depending on the amount and timing of capital raised, we could see some or all of these projects underway and/or complete by fall 2019.

---

**Name** \_\_\_\_\_

**Resident Address** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Do you have children and grandchildren that currently use the existing playground?	_____	_____
	Yes	No
Do you have children and grandchildren that might use the proposed Amenities?	_____	_____
	Yes	No
Are you in support of this project?	_____	_____
	Yes	No

If you answered **No**, please advise of specific reasons for this (please use reverse side for any written comments).

Please provide a phone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_ so a City representative can contact you to confirm or clarify your comments.

If you answered **Yes**, Positive/supportive comments are very much welcomed (please use reverse side for any written comments).

Please return this filled out front page to: **(insert address here)**, by no later than July 4, 2019.

Thank you,

**WP Committee**





# City of Moose Jaw

**COMMUNICATION # CC-2019-0202**

**TITLE:** Parking for the 2020 Scotties Tournament of Hearts

**TO:** City Council

**FROM:** City Manager

**DATE:** October 4, 2019

**PUBLIC:** PUBLIC DOCUMENT

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## **RECOMMENDATION**

1. THAT free transit service to Mosaic Place be offered to any person providing a ticket for a draw during the 2020 Scotties Tournament of Hearts.
2. THAT temporary one-hour parking zones be established on the 300 block of High Street during February 14 – 23, 2020.

## **TOPIC AND PURPOSE**

The purpose of this report is to review potential parking solutions for the duration of the 2020 Scotties Tournament of Hearts scheduled for February 14 – 23, 2020.

## **BACKGROUND**

In 2015, Mosaic Place hosted the Scotties Tournament of Hearts. During the event, parking issues were identified including parking meter time limits, available parking in the area, and concerns raised from a surrounding business due to the lack of parking available for their customers.

During the 2015 Scotties, parking meters were set at two-hour time limits which didn't allow enough time for some of the attendees to take part in the events without having to leave to ensure the meter time wasn't expired. Parking meter time limits have since been increased to a three-hour limit. This should assist in alleviating most of these issues.

## **DISCUSSION**

In September, the Communication's Manager consulted with businesses on the 300 block of High St. West to gauge their concerns about customer parking during the Scotties.

Only one business on the block felt it imperative to institute a "customer-only" parking restriction during the Scotties.

The consensus from most other businesses was that the Scotties are a positive event for the City of Moose Jaw, and they were willing to be inconvenienced under the current parking situation, rather than risk creating negative attention with a complaint. However, during these discussions the Communication's Manager posed a hypothetical question "If a temporary 'Customers Only' parking sign was created for the duration of the Scotties, would they be opposed?"

Specifically, the idea of a sign that read "One-hour customer parking, Monday-Friday 8:00 am – 5:00 pm" was suggested. The general consensus was that yes, that may be a workable solution, although enforcement would be difficult in any scenario.

## **PRESENTATION**

VERBAL: Mr. Jim Puffalt, City Manager, will be in attendance at the meeting to present the report.

## **REPORT APPROVAL**

Written by: Jim Puffalt, City Manager  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

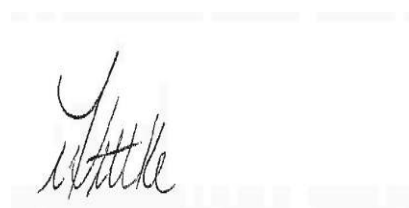
Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	Parking for the 2020 Scotties Tournament of Hearts - CC-2019-0202.docx
Attachments:	
Final Approval Date:	Oct 8, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie



# City of Moose Jaw

## COMMUNICATION # CC-2019-0154

**TITLE:** Recycling Collection Contract Renewal

**TO:** City Council

**FROM:** Department of Engineering Services

**DATE:** August 19, 2019

**PUBLIC:** PUBLIC DOCUMENT

### **RECOMMENDATION**

THAT the City continue with the first optional two-year extension of the recycling program with Loraas Disposal Services Inc. as outlined in the Recycling Collection Services Agreement.

### **TOPIC AND PURPOSE**

To obtain Council support in continuing with the first two-year extension in the residential collection recycling program.

### **BACKGROUND**

The City entered into the Recycling Collection Services Agreement with Loraas Disposal Services Inc. on October 1, 2015. The contract included an initial three-year term along with two extensions of two years each. The first extension commenced on October 1, 2018 and will conclude on September 30, 2020. If the City desires to enact the second two-year extension, it must do so on or before April 1, 2020.

The City chose to finance the collection carts through Loraas Disposal Services Inc. over the initial term and potential extensions of the Agreement. If the agreement was terminated prior to fulfilling both extensions, there is a buy-out fee required to pay for the balance remaining on the carts. The financial terms of this arrangement are shown in the following table:

Period	Time	Cart Quantity	Cost/Cart	Buy-out
Completion of Initial Term	3 years	12,500	\$50	\$625,000
Conclusion of 1 <sup>st</sup> Extension	2 years	12,500	\$20	\$250,000
Conclusion of 2 <sup>nd</sup> Extension	2 years	12,500	\$0	\$0

## **DISCUSSION**

Large scale programs, which involve the majority of residents in a municipality, should be considered from multiple perspectives. Recycling collection in Moose Jaw can be analysed through the Triple Bottom Line Concept. The Triple Bottom Line Concept is a sustainability framework that examines a company's or organization's social, environment, and economic impact. Instead of one traditional bottom line (economic), this concept proposes there should be three considered. This balances the wants and needs of an organization with the desires of its customers or stakeholders both locally and globally.

### Economic

The City collects solid waste and recycling from approximately 11,600 homes. The monthly cost charged per property is \$9.77 for solid waste collection and \$7.09 for recycling collection. The recycling cost to the City's residents is partially offset by a subsidy from the Multi Material Recycling Western (MMSW) organization. The 2018 grant amounted to \$187,579 and is expected to increase in 2019 to \$340,290.

The Department of Engineering has contacted several municipalities in Saskatchewan to determine the different recycling collection models in use from a financial perspective. There are several different models in use making direct comparisons more difficult. These models include multiple contractors and/or cities performing the collection. Carts financed to own under a multi-year agreement, carts purchased outright, or carts owned completely by the contractor providing the collection service. The agreements are of varying lengths with varying contract extensions and some including processing of the material. This makes comparing the City of Moose Jaw's rate difficult with regards to competitiveness. The City has neither the lowest nor the highest collection rate in the Province rather being somewhere in the middle for costs. In communities that provided responses the high cost was \$9.25/mo.; the low cost was \$5.09/mo.; Moose Jaw's current rate is \$7.09/mo.

The solid waste tonnage collected from the residential cart program (household garbage) has decreased steadily over the last three years with the implementation of eight months of bi-weekly collection. 7,707 tonnes were collected and disposed of at the City landfill in 2018. Through 2019, this total is trending down 6.9% through the first 6 months. Conversely, recycling tonnage has only increased 0.2% over three full years of collection going from 1,341.4 tonnes to 1,344.4 tonnes annually. Based on current tonnages and customer charges, the cost for each household to dispose of a single kilogram of waste and recycling can be calculated. The cost to dispose of waste is \$0.18/kg and the cost to recycle is \$0.74/kg.

It is clear from an economic standpoint that the current multi-material recycling collection program is a cost-plus service.

### Environment

The environment bottom line concept is where an organization strives to minimize its environmental impact, reducing its ecological footprint. This can take many forms through programs aimed at managing the consumption of energy and non-renewables, reduction of waste, recovery of materials that can be re-purposed or recycled, etc.

Single stream recycling has been one common practice that municipalities have adopted to begin addressing capture and re-use of papers and plastics that are contributing to deforestation and non-degradable plasticized pollution worldwide. Generally, recycling is considered to have a positive environmental impact.

Currently the recycling industry worldwide is in a fair amount of turmoil. The effect of Asian countries closing their doors to the world's "dirty" recycling streams has had a significant global impact on the entire industry. Commodity prices have plunged, and material sorting and recycling facilities have begun to stockpile materials, waiting for the industry to sort itself out. It is a complex industry from supplier to manufacturer to customer to disposal/reuse. What is clear is that the most effective environmental control is reduction, elimination or innovation of materials used/created at their source. Unfortunately, North America has been slow in adopting these types of practices and it generally requires intervention from larger government bodies at provincial/state and federal levels in conjunction with large industry entities.

### Social

Social equity bottom line concept is simply consideration of and impact on people and the community. How do programs affect social well-being; what are the communities wishes? As part of the solid waste master plan deliverables, community consultation was done on a variety of topics through phone surveys, online surveys and public consultation. Feedback with respect to recycling was very clear and overwhelming.



SUMA has an Urban Solid Waste Management Policy and has recently released three resolutions related to the reduction of plastic waste and pollution resolving to advocate and work with the federal and provincial governments. They are as follows:

- 1) Eliminate problematic and toxic products that pollute our environment such as micro-plastics and regulate the use of plastics and additives that are toxic or cannot be recycled;
- 2) Reduce the use of single-use plastics; and

- 3) Create incentives for reducing waste and the reusability of products and packaging, and to increase the reuse, recycling, and composting products and packaging.

In consideration of the items discussed in the Triple Bottom Line approach, the Department of Engineering Services recommends that the City continues with the first optional two-year extension of the recycling program with Loraas Disposal Services Inc. In consideration of the upheaval that currently exists in the recycling markets there is a risk to rate payers if the City were to go back to market with a new tender for recycling collection. Further, the community is very supportive of this program and in reducing environmental impact through waste management services.

It should also be noted that under the terms of the contract, Loraas has provided notice and are requesting that clam shell containers labelled as #1, and film plastic (plastic bags and starch wrap) no longer be included in the recycling contract and program. See Attachment ii. Engineering will work with Loraas to provide public communication and education on this issue.

The grant increase from MMSW is an additional \$152,711. In consideration of the significant infrastructure upgrades required within the city, City Council should consider how best to allocate these additional funds during budget deliberations.

### **OPTIONS TO RECOMMENDATION**

- 1) Terminate the agreement with Loraas Disposal Services Inc. with a buy-out fee of \$625,000 and go back to market with a tender for recycling collection.
- 2) Terminate the agreement with Loraas Disposal Services Inc. with a buy-out fee of \$625,000 and cancel the recycling collection program.

### **OTHER CONSIDERATIONS/IMPLICATIONS**

There is no other considerations or implications applicable to this report.

### **PUBLIC NOTICE**

Public Notice pursuant to the Public Notice Policy is not required.

### **PRESENTATION**

VERBAL: The Manager of Utilities, Department of Engineering Services, will be available to provide a brief verbal overview of this report.

### **ATTACHMENTS**

- i. Recycling Collection Services Agreement
- ii. Letter from Loraas

**REPORT APPROVAL**

Written by: Darrin Stephanson, Manager of Utilities  
Reviewed by: Tracy Wittke, Assistant City Clerk  
Approved by: Josh Mickleborough, Director of Engineering Services  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_



**Report Approval Details**

Document Title:	Recycling Collection Contract Renewal - CC-2019-0154.docx
Attachments:	- Lorass Disposal Services Ltd. - Oct 1 2015.pdf - MJ Cart Contract Request_20190807163145.pdf
Final Approval Date:	Oct 7, 2019

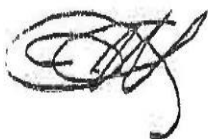
This report and all of its attachments were approved and signed as outlined below:



Josh Mickleborough



Tracy Wittke



Jim Puffalt



Fraser Tolmie



## RECYCLING COLLECTION SERVICES AGREEMENT

THIS AGREEMENT made as of this 1 day of October, 2015.

BETWEEN:

**THE CITY OF MOOSE JAW**, a city continued pursuant to *The Cities Act* of Saskatchewan (the “City”)

-and-

**LORAAS DISPOSAL SERVICES LTD.**, a body corporate incorporated under the laws of and registered to carry on business in the Province of Saskatchewan (the “Supplier”)

### WHEREAS:

- A. The City wishes to make the transition from its bulk recycling program to a combined residential curb-side and bulk residential program in an efficient and reliable manner;
- B. The City issued an Request for Proposals (the “RFP”) relating to the collection, transporting and processing of municipal residential recycling waste and wishes to retain the services of a third party to provide the Services;
- D. The Supplier has responded to the RFP and has been identified as the successful proponent pursuant to the terms and conditions of the RFP to provide the Services to the City; and
- E. The City wishes to have the Supplier provide the Services and the Supplier has agreed to do so, all in accordance with terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Supplier each agree with the other as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Whenever used in this Agreement, including the recitals and schedules hereto, the following terms shall have the meanings set out below:

**"Applicable Law"** means collectively, the common law and any and all statutes, by-laws; regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal;

**"Business Day"** means any day that is not a Saturday, Sunday or statutory holiday in Saskatchewan;

**"Cart"** means the Schaefer USD-M 95 US Gallon Universal blue cart, or acceptable, equivalent, including Toter 96 Gallon, that is provided to Designated Residences for the storage of Designated Materials;

**"Change in Law"** means the coming into effect or repeal (without re-enactment or consolidation) in Saskatchewan of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Saskatchewan, in each case after the Effective Date of this Agreement;

**"Collection Area"** means the designated area within the City limits wherein a Collection Vehicle is to provide the Services within a Collection Day;

**"Collection Day"** means the day upon which the Supplier shall provide the Services to a Designated Residence;

**"Collection Route"** means the route within a Collection Area wherein the Services are to be performed by one Collection Vehicle during a single Collection Day;

**"Collection Schedule"** means the schedule of dates when the Services are to be provided to certain Collection Areas;

**"Collection Vehicles"** means all vehicles to be provided for the purpose of holding and transporting Designated Materials to the Designated Facility;

**"Confidential Information"** has the meaning ascribed to it in Article 20 hereto;

**"Consumer Price Index"** means the consumer price index for All Items excluding food and energy for the City of Regina published by Statistics Canada;

**"Control"** of a corporation or other entity is held by a Person where securities of the corporation or other entity to which are attached more than 50% of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity are held, other than by way of security only, by or for the benefit of such Person;

**"Council"** means the Council of the City of Moose Jaw;

**“Designated Facility”** means the facility in Moose Jaw where daily loads of recyclable materials are processed and baled for transportation to Regina and other post-consumer processing facilities.

**“Designated Materials”** means any regular residential recyclable waste materials allowed to be disposed of at a recycling facility;

**“Designated Residence”** means a property dwelling that is used primarily as a residence, is occupied, is within the City limits and has a registered utility account, in good standing at the City and shall include units in single family, duplex, and triplex homes;

**“Effective Date”** means the date first written above;

**“Environmental Laws”** means any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters which are applicable to the Services;

**“Equipment”** means the Collection Vehicles and any other equipment or materials used by the Supplier in the provision of the Services;

**“Escalation Factor”** means the amount of the annual adjustment to the Service Fee recalculated annually to account for any documented increases in Consumer Price Index and Diesel Prices for Regina. The annual adjustment, if applicable, shall begin with the second year of the Contract;

**“Force Majeure”** means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct of the party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, drought, flood, explosion, war, riot, civil disturbance, strike, sabotage or electrical outage, provided, however, that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair;

**“Good Industry Practice”** means that degree of skill, care, prudence, foresight and operating practice which would reasonably be expected from a skilled and experienced supplier engaged in the same type of undertaking as the Supplier under the same or similar circumstances;

**“Health and Safety Obligation(s)”** means any obligation imposed on the Supplier by the Applicable Laws or compliance with Good Industry Practice or the Agreement in respect of health and safety at work, including all applicable requirements of *The Saskatchewan Employment Act (2013)*, and regulations, as may be amended from time to time;

**“Inspector”** means the person or persons appointed by the City to monitor and assess the quality and performance of the Supplier in providing the Services;

**“Intellectual Property Rights”** means any right in respect of any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world;

**“Liquidated Damages”** means those damages listed in Schedule C and described in Article 22 herein;

**“Missed Collection”** means a situation where a Designated Residence(s) has placed a Cart out for collection on its respective Collection Day before 7:00 am, and the Supplier fails to collect the Designated Materials from Designated Residence(s) prior to 7:00 pm on the day following Collection Day, or within 24 hours after the complaint(s) or concern(s) is received;

**“Moose Jaw Diesel Prices”** means the average monthly prices for diesel fuel at self-service filling stations for the City of Regina published by Statistics Canada;

**“Performance Security”** means the performance bond, Letter of Credit or certified cheque delivered by the Supplier to the City as more particularly described in Section 23.1 of this Agreement;

**“Person”** means any natural person, corporation, division of a corporation, partnership, joint venture (which includes co-ownership), association, company, estate, unincorporated organization, trust, government or governmental authority;

**“Prohibited Act”** means

- (a) offering, giving or agreeing to give any employee and/or any elected representative of the City any gift or consideration of any kind for any reason, including as an inducement or reward:
  - (i) for doing or not doing (or for having done or not having done) any act in relation to the performance of the terms of this Agreement or any other contract with the City; or
  - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the City;
- (b) entering into this Agreement or any other contract with the City in connection with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the City; or
- (c) Committing any offence under:
  - (i) the Criminal Code of Canada; or
  - (ii) any legislation creating an offence in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the City;
- (d) committing any material offence under any Applicable Laws; and
- (e) defrauding or attempting to defraud or conspiring to defraud the City.

**“Proposal”** means the Moose Jaw Residential Curbside Recycling Proposal submitted to the City by the Supplier on January 29, 2015.

**“PST”** means all provincial sales taxes, including any harmonized sales taxes that may be payable on account of or as a result of this Agreement;

**“Scavenge”** means to search through, pick over or remove objects or material set out for collection;

**“Services”** means the collection of the Designated Materials to be performed by the Supplier in accordance with the Supplier’s response to the RFP and this Agreement, and the establishment and maintenance of the detailed Collection Routes;

**“Service Fee”** means the fixed per Designated Residence Cart fee and cubic yard bin fee to be remitted by the Supplier for the Services rendered in accordance with Article 7 and Schedule B. This service fee is outlined in the RFP.

**“Street”** shall mean any public road, street, lane, alley, square, place, thoroughfare or way within the limits of the City;

**“Supplier Personnel”** means all employees, agents, and sub-contractors of the Supplier, including all employees and agents of any sub-contractors of the Supplier, engaged to provide the Services;

**“Supplier Representative(s)”** means the person or persons designated by the Supplier to act as a representative of the Supplier under this Agreement;

**“Supplier Supervisor”** means the Supplier’s full-time employee(s) that is dedicated to the supervision of the Services.

## 1.2 References

Any reference made in this Agreement to:

- (a) “this Agreement” means this agreement, including the Schedules hereto, as it may from time to time be supplemented or amended and in effect;
- (b) “herein”, “hereof”, “hereby”, “hereto”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other provision hereof, and include any and every amendment restatement, replacement, variation, supplement or substitution hereof;
- (c) this Agreement, including without limitation, any agreement collateral or ancillary to this Agreement and any agreement contained in a Schedule hereto, shall, unless otherwise indicated, be construed as a reference to such agreement as it may have been, or may from time to time be, amended, restated, replaced, varied, extended, renewed, supplemented or notated;
- (d) Sections, Articles or Schedules, unless otherwise indicated, shall be construed as references to the Sections and Articles of and Schedules to this Agreement, as the case may be. The provisions of each Schedule shall constitute provisions of this Agreement as though repeated at length herein;
- (e) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and

- (f) except where otherwise specified, any reference to a statute includes a reference to such statute and to its regulations, with all amendments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulation.

### 1.3 Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) all accounting terms not otherwise defined have the meanings ordinarily assigned to them at the date hereof pursuant to international financial reporting standards (“IFRS”) and all computations made pursuant to this Agreement must be made in accordance with IFRS applicable from time to time;
- (c) any reference to a currency is a reference to Canadian dollars;
- (d) “in writing” or “written” includes, printing and typing, which may be communicated by facsimile or by email;
- (e) the word “including”, when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter; and
- (f) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation.

### 1.4 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

### 1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a “**Right**”) under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any

other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

### **1.6 Governing Law, Attornment**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

### **1.7 Interpretation Not Affected by Party Drafting**

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

### **1.8 Inurement**

This Agreement shall inure to the benefit of be binding upon the parties hereto and their respective successors and permitted assigns.

### **1.9 Schedules**

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule A	General Collection Areas in Moose Jaw
Schedule B	Service Fees for the City of Moose Jaw <b>Recycling</b> Collection Services Agreement
Schedule C	Liquidated Damages Table
Schedule D	Curbside Recycling Collection Maps

## **ARTICLE 2**

### **CONDITIONS PRECEDENT**

#### **2.1 Conditions Precedent**

Notwithstanding anything else herein contained, this Agreement shall be subject to the following conditions:

(a) Unless specifically stated herein, the terms presented in the Proposal shall be adhered to by the Parties to this Agreement.

(b) the Supplier shall submit to the City a valid:

- (i) Certificate of Insurance as required under Section 17.1 herein; as was provided in Appendix 13 of the RFP.
- (ii) a current Workers' Compensation Board (Saskatchewan) Clearance Certificate; as was provided in Appendix 19 of the RFP.



(c) the Supplier providing the City with the Performance Security in accordance with Section 23.1 herein.

(collectively the “**Conditions Precedent**”).

All of the Conditions Precedent are for the exclusive benefit of the City. In the event that any of the Conditions Precedent are not satisfied, fulfilled or performed on or before the date that is seven (7) Business Days from the date of the signing of the Agreement, then this Agreement shall be null and void unless the City waives in writing the satisfaction, fulfillment or performance of any such Conditions Precedent. In the event this Agreement becomes null and void, each of the City and the Supplier shall be released from all of their respective obligations under this Agreement.

### **ARTICLE 3**

#### **TERM AND RENEWAL**

##### **3.1 Term**

The Agreement shall continue in effect for a period of three (3) years from the commencement date of the 1 October 2015, concluding on 30 September 2018 (the “**Term**”).

##### **3.2 Renewal and Extension**

The City shall have the option to extend the Term of this Agreement for two (2) consecutive periods of two (2) years each (the “**First Extension**” and the “**Second Extension**”). Each extension period shall be on the same terms and conditions as provided in this Agreement, except that following the Second Extension there shall be no further rights to extend the Term of this Agreement and except that the Service Fee shall be as specified in Section 3.3 herein. The City may exercise each extension right by written notice given to the Supplier not less than six (6) months before the date of expiry of the Term or First Extension.

##### **3.3 Service Fee for Extensions**

The City and the Supplier agree that the Service Fee for the First Extension and the Second Extension shall be a negotiated price based on the calculation as per the Proposal. In the case of any dispute between the City and the Supplier as to the calculation of the Service Fee during the First Extension or the Second Extension, the parties agree to resolve any such dispute in accordance with the dispute resolution provisions in Article 25.1 of this Agreement.

**Provided that the Supplier is meeting its obligations and the City is satisfied with the service provided, the City will consider an extension to the contract with the following extension prices:**

<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>\$69.34</b>	<b>\$69.34</b>	<b>\$69.34</b>

If Loraas Disposal does not have an optional facility for baling recycling in Moose Jaw by the end of the initial three year term, and the City wishes to extend the contract, the following extension prices will be in effect:

<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>\$64.61</b>	<b>\$66.23</b>	<b>\$67.88</b>

## **ARTICLE 4**

### **PROVISION OF SERVICES**

#### **4.1 Engagement of the Supplier**

The City engages the Supplier to provide the Services and to undertake the all necessary activities to perform the Services in accordance with the terms and conditions of this Agreement.

#### **4.2 Covenants, Representations and Warranties of the Supplier**

The Supplier covenants, represents and warrants that in providing the Services it shall:

- (a) provide all labour, equipment and materials required to perform the Services;
- (b) obtain and maintain at its own expense all licenses, approvals and permits required by any government department, ministry or agency, including the City, for the delivery of the Services, and shall provide, at the request of the City, proof of such licenses, approvals and permits;
- (c) not, except in accordance with this Agreement, receive monies or favour for the delivery of the Services, and shall ensure compliance by all Supplier Personnel;
- (d) not sell, rent, lease, promote or donate any Designated Materials or Carts to a third party without the written consent of the City;
- (e) make appropriate arrangements to ensure that there is no disruption of Services in the event that the work of another contractor retained by the City (such as snow removal, parking, construction, etc.) prevents the Supplier from performing the Services;
- (f) provide the Services in accordance with Good Industry Practice;
- (g) comply with all Applicable Laws;
- (h) develop a new website with a section devoted to the City of Moose Jaw's residential Recycling Program, maintain an inventory of recycling brochures for distribution and ensure that administrative staff are knowledgeable in all aspects of the Program;
- (i) the Supplier acknowledges that the City shall be responsible for the promotion, communication and awareness of the residential Curb-side Collection Program. The Supplier will provide assistance to the City in terms of providing statistics by neighbourhood and other relevant data as deemed necessary to ensure success of this program;
- (j) assist the City with ongoing recycling education to the residents of Moose Jaw throughout the term of this Agreement.

#### **4.3 Changes and Improvements to Services**

- (a) The Supplier shall make best efforts to ensure continuous improvement in the way that the Services are performed having regard to a combination of economy, efficiency and effectiveness, and shall assist the City in discharging its duty to achieve best value in the manner in which the Services are performed.
- (b) The Supplier may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the change management process outlined in Section 6.2 hereto.
- (c) The City may from time to time propose changes to improve the economy and efficiency of the Services in accordance with the process outlined in Section 6.1 hereto.

#### **4.4 Variability**

- (a) The Supplier acknowledges and agrees that (i) there may be considerable variation in the amount of Designated Materials to be collected in a given Collection Route from week to week, (ii) there may be variation in the number of Designated Residences throughout the Term and Extension and (iii) the City makes no guarantee as to the volume or composition of Designated Materials.
- (b) The Supplier agrees that notwithstanding extreme variation due to natural disasters, it is required to meet any and all variation in demand by using extra Equipment, Supplier Personnel or overtime if required, in order that Designated Materials shall be removed on each designated Collection Day.

#### **4.5 Conditions Affecting Routine Performance**

- (a) The Services shall be provided under all weather conditions and through all obstructions, with the exception of impassable roadway (due to an act of God, such as flood or an exceptionally heavy snowfall), which temporarily prevents the performance of the Services. The Supplier will notify the City immediately of the location of the impassable road and will return at least once more that day and no sooner than four (4) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services, while still in the area. Services may be temporarily postponed only with the permission of the City.
- (b) The City may be required to suspend the Services in the event that (i) the Designated Facility is unavailable to receive the Designated Materials or (ii) other unforeseen circumstances arise. In the event that the CSR experiences an equipment breakdown and is unable to receive or process materials for a period of time, baled recyclable material will be either stored at location of the Supplier or transported at a cost to the Supplier and stored at the Supplier's Moose Jaw location. In the event of a suspension of the Services, the City will contact affected Designated Residences and inform them of the problem, the anticipated collection time and any modifications to the Services. The Supplier will provide

the Services to each affected Designated Residence as quickly as possible following receipt of the City's notice that such suspension is no longer required.

#### **4.6 Missed Collection Performance Standards**

- (a) The Supplier shall collect one hundred per cent (100%) of the Collected Materials on each Collection Day from all Designated Residences between the hours specified herein and as a first priority to any other clients that the Supplier may have.
- (b) In the case of a missed collection or late set out is identified the Supplier shall rectify the situation the same day or first thing the following day. The Supplier will have a dedicated phone number that City employees can call to inform the Supplier of the situation to allow for a prompt response. The Supplier will have direct contact with their drivers to correct the situation as soon as possible.
- (c) In special circumstances where the Supplier has deemed to have failed to complete 100% of the day's Services, the Supplier must notify the City immediately after this realization has been determined, and must also indicate why it happened, and how and when the situation will be rectified.

The Supplier should use the following guidelines:

- (i) Collection for a designated collection area/day will be deferred until the service for the previous collection day is 100% complete.
  - (ii) Inform the City twice daily, (special plans, areas completed) until back on schedule so the City can inform the public as required.
- (e) All Designated Materials set out for collection are the property of the City until such time the material is collected by the Supplier. At this time, the collected material becomes the property of the Supplier. **4.7 Designated Materials, Collection Schedule and Collection Routes**
  - (a) The Supplier shall collect all Designated Materials from each Designated Residence on a bi-weekly basis and in accordance with the Collection Schedule and Collection Routes described in the Supplier's Proposal but subject to final adjustments as approved by the City.
  - (b) Collection is to commence on October 5, 2015 and is to follow the City's solid waste collection with a one-day offset in that collection.

#### **4.8 Time of Collection**

- (a) The Services shall be completed during the five (5) day period between Monday and Friday (Monday, Tuesday, Wednesday, Thursday and Friday) and between the hours of 7:00 am and 7:00 pm.
- (b) All collections must be completed within the hours specified unless otherwise directed in writing by the City.

#### **4.9 Ownership, Location and Placement of Containers**

- (a) The Supplier acknowledges and agrees that the Carts shall be used by Designated Residences.
- (b) The Supplier shall collect all Designated Materials from private roads, public laneways and all other locations prescribed by the City. The Supplier agrees that it is responsible for becoming familiar with all private property locations and the Supplier shall ensure that a Collection Vehicle of appropriate size, dimension and configuration is used to provide the Services.
- (c) The Supplier acknowledges that the City may alter the location of Carts at Designated Residences, adding locations or delete locations from time to time. In the event that the City alters, adds or deletes the location at which a Cart will be placed for collection, the City shall be responsible for notifying the Supplier and each affected Designated Residence of such change a minimum of one (1) week in advance of the next respective Collection Day.
- (d) Initially, collection will be at the same location as the solid waste collection. The City reserves the right to amend the collection location.
- e) Once the contract starts, the Supplier will provide the Cart deployment upon notification of the City and will provide in return the Cart serial number and address and date of deployment. At the discretion of the City, the Supplier can tag the cart in accordance with the City's tagging rules, informing the resident of the non-compliance, deliver educational material explaining how the program works, or allow the City to address the situation as they see fit. The Supplier will notify the City if a Designated Residence is repeatedly not leaving clearance for collection or ignoring tags and rules for placement of the container.

#### **4.10 Service Changes due to Efficiency and Safety**

The City shall be responsible for notifying each Designated Residence of a change in collection frequency, location of Cart pick-up, or change in container type.

#### **4.11 Additional Designated Residences and Collection Routes**

The Supplier acknowledges that the City may expand the number of Designated Residences requiring an extension of that route, from time to time. The Supplier agrees to provide the Services to such additional Designated Residences as may be directed by the City.

#### **4.12 Holiday Scheduling**

- (a) Should a regularly scheduled Collection Day fall on a statutory holiday, the Supplier shall not alter the Collection Day or the Services and will be responsible for providing the Services, in accordance with the established Collection Route(s) and Collection Schedule.
- (b) The exception to subsection (a) herein shall be Christmas Day, and New Year's Day. In the event that a regularly scheduled Collection Day falls on, Christmas Day, or New Year's Day, the Supplier shall provide the Services within the following week.

#### **4.13 Cart Handling**

- (a) The Supplier shall provide the Services in such a fashion and manner that all Designated Residences and Collection Areas will be left in a clean and orderly condition when the Services are completed.
- (b) After the Designated Materials have been collected, the Supplier shall return all Carts upright and in approximately the same position and proper location in which the Carts were placed. In no case shall a Cart be replaced on the travelled portion of the street, on the sidewalk in a manner that prohibits pedestrian traffic, or on a driveway in a manner that impedes vehicles from driving onto or exiting private property.
- (c) The Supplier shall take all reasonable care not to damage the Carts and agrees that it shall be responsible for damage to Carts due to negligence in handling.
- (d) Carts that are badly damaged by the Supplier or are dispensed into the Collection Vehicles shall be replaced by the Supplier, at its sole cost and expense within two (2) business days.

#### **4.14 Standard of Collection Performance**

- (a) The Supplier shall complete 100% of the Services each Collection Day and, when necessary, shall return and rectify any Missed Collections or other complaints or concerns in accordance with Article 13 of this Agreement and Section 4.6.
- (b) The Supplier shall operate all Collection Vehicles in such a manner as to prevent Designated Materials from being blown from or escaping from the Collection Vehicles.
- (c) If at any time during the provision of the Services, Designated Materials are spilled onto a Street, sidewalk, or private property, the Supplier shall:
  - (i) clean up and place in the Collection Vehicle all such Designated Materials before the Collection Vehicle proceeds to the next stop on the Collection Route; or
  - (ii) promptly make all other arrangements as may be required for the immediate clean-up of spilled Designated Materials. In the event of any spill, the Supplier shall at its expense restore the affected areas back to original condition. The Supplier shall comply with all applicable laws when reporting or cleaning up any spill.
- (d) The Supplier shall not damage any property, public or private, including but not limited to any sidewalks, roadways, curbs, gutters, hydrants, boulevards, grass plots, sodding, trees, shrubs or any other structures or things in the vicinity of the Services or elsewhere, in the performance of the Services.

#### **4.15 Tag Notices**

- (a) The Supplier shall tag all Carts that are deemed not eligible for Services in accordance with the City's tagging rules.

- (i) Not enough clearance not enough distance left behind or between the Cart and an obstacle adjacent to the Cart such as a fence, power pole, street light, etc. to allow for collection.
  - (ii) Recyclable materials put into plastic bags.
  - (iii) Cart not placed on a level surface, and/or not in the up-right position.
  - (iv) Cart is over-filled.
  - (v) Cart contains non-allowable materials. Example: Hazardous waste or refuse waste.
- (b) through on-board equipment and the diligence of operational personnel, the Supplier will identify carts containing non-recyclable material and at the discretion of the City tag the cart, informing the resident of the non-compliance, deliver educational material explaining how the program works, or allow the City to address the situation.
  - (c) The Supplier shall maintain a complete log, including Cart serial number and addresses relating to all tag notices issued and shall make the log available for inspection by the City, during normal office hours.
  - (d) The Supplier shall submit to the City, on a weekly basis, a summary of all tag notices that are issued.
  - (e) Once this Agreement commences the Supplier will notify the City if a Designated Residence is repeatedly not leaving clearance for collection or ignoring tags and rules for placement of the container

#### **4.16 Conditions Affecting Routine Collection Performance**

- (a) The Supplier shall make reasonable efforts to not interrupt the Services or modify the Collection Schedules due to Street repairs or closures unless prior written approval of such modification to the Services or the Collection Schedule is given by the City.
- (b) If the Supplier encounters road construction including, without limitation utilities or other contractors working on the traveled portion of a Collection Route and which prevent a Collection Vehicle from safely traveling along a Collection Route, the Supplier shall notify the City immediately of the location and nature of the obstruction and will return at least once more that day and no sooner than two (2) hours after the first attempt (unless directed to do otherwise by the City), to complete the Services.
- (c) In the event of a strike or lock-out, the Supplier is responsible to maintain all Services, to whatever reasonable degree possible, and if necessary in co-operation with the City.

#### **4.17 Promotion and Education**

The City is responsible for educating and promoting solid waste management, waste minimization and recycling to its citizens. The City may work with the Supplier to coordinate any relevant information on the City of Moose Jaw website, including, but not limited to Collection Schedules for recyclable waste and media releases. The City will have final authority on all promotions, media releases and education programming.

## **ARTICLE 5**

### **CARTS**

#### **5.1 Purchase of Carts**

- (a) The Supplier, at its cost and expense, shall purchase all Carts in the quantity required at a minimum of 12,500 Carts such that during the Term each Designated Residence is provided with a Cart, as may be required.

#### **5.2 Initial Delivery of Carts**

- (a) The Supplier, at its cost and expense, shall on its own or through a third-party, deploy and deliver all Carts to each Designated Residence upon the commencement of the Services in accordance with the process and steps provided in the RFP.
- (b) The Supplier shall be responsible for the storage, care and inventory of all replacement Carts and parts. The Supplier will be required to assemble and maintain an inventory system for all Carts, both in service and in storage. The Supplier will provide an updated inventory list including the address and the serial number of beach Cart left at that address to the City on a quarterly basis or as may be otherwise requested by the City.
- (c) The delivery of the Carts will be accompanied by an information package which details recyclable materials and collection dates along with other pertinent data the City deems appropriate.

#### **5.3 Delivery of Carts during the Term**

- (a) During the Term, the Supplier acknowledges and agrees that new Designated Residences will be added from time to time by the City to receive the Services. The Supplier agrees that when new Designated Residences are to be added to receive the Services, the following process shall be followed:
  - (i) The City shall notify the Supplier in writing of any additional Designated Residences that are to be added to receive the Services seven (7) days prior to the Monday of the week that the City wishes each such Designated Residence to begin receiving the Services;
  - (ii) The Supplier agrees that it shall be responsible for deploying all Carts to new Designated Residences during the Term;



- (iii) The City agrees that it shall be responsible for notifying each new Designated Residence of their respective Collection Day prior to the commencement of the Services;
- (iv) Following delivery of the Carts to the new Designated Residences by the Supplier, the Supplier shall provide the City with a list which includes the following information:
  - (A) Address;
  - (B) Cart serial number; and
  - (C) Date delivered;
- (v) The Supplier, at its sole cost and expense, shall compile all information and provide the City with an updated aggregate Cart deployment list as required.

#### **5.4 Inventory and Storage of Carts**

- (a) The Supplier, at its cost and expense, shall maintain an inventory of additional Carts that may be required to maintain the sufficient inventory levels throughout the Term to fulfill this Agreement;
- (c) The Supplier shall, at its own cost and expense, be responsible for the storage and inventory of all Carts at the facility as per the Proposal.
- (d) The Supplier shall provide the City with an updated inventory list quarterly during the Term of this Agreement.

#### **5.5 Maintenance and Repair of Carts**

- (a) The Supplier, at its sole cost and any expense, shall be responsible for the maintenance, modification, repair, removal and inventory of all Carts in service throughout the Term and Extension.
- (b) The Supplier, at its sole cost and expense, shall be responsible for the cost of replacing any Carts damaged as a result of the Supplier's operations or otherwise. All Carts that are deemed by the Supplier to be no longer usable during the Term and Extension are to be reported to the City before being recycled by the Supplier.

#### **5.6 Ownership of Carts**

- (a) During the Term and Extension, all Carts shall remain the property of the Supplier. At the conclusion of the original terms of this contract, or Extensions, dependent on the City's decision to exercise the optional extensions, the Carts will become the property of the City. The buy-out fee for the Carts that the City must pay the Supplier is as follows:
  - Buy-out fee at the end of original term - \$50.00 per cart
  - Buy-out fee at the end of Extension 1 - \$20.00 per cart
  - Buy out fee at the end of a second extension - \$0 per cart

The City will also buy out all new (unused) remaining carts held in inventory by the Supplier at full value at the conclusion of the contract.

## **ARTICLE 6**

### **CHANGE MANAGEMENT**

#### **6.1 Changes Initiated by the City**

- (a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, the City shall be entitled to make changes to the Services and/or the Agreement in accordance with this Section. If the City requires a change, the City shall notify the Supplier, in writing, describing the required change in sufficient detail so as to enable the Supplier to calculate and provide an estimate of the increase or decrease in its costs (the “**Estimate**”), if any.
- (b) The City and the Supplier shall maintain detailed duplicate large scale operational maps of all of the Collection Routes including all minor variations of Services. The City will provide the detailed base map and the Supplier will provide all approved updates and amendments to the City. The detailed operational maps will supersede the general route maps illustrated in Schedule A.

#### **6.2 Changes Initiated by the Supplier**

- (a) Save and except for modifications to the Collection Route, Collection Schedule or Collection Days, if the Supplier wishes to propose a change in the Services and/or the Agreement, it must notify the City in writing detailing the proposed changes.
- (b) The City will respond in writing within thirty (30) days.

## **ARTICLE 7**

### **SERVICE FEES**

#### **7.1 Service Fees**

- (a) Subject to Section 7.4, the City shall pay to the Supplier a Service Fee outlined in Schedule B.
- (b) For Carts, the annual rate is based on one collection per two (2) weeks plus GST per Designated Residence. The number of Carts will be maintained on a list that is updated monthly. Billing will be on monthly basis for 2015 (first year), will be based on the annual payment prorated by the number of months.
- (c) The Service Fee shall be paid by the City to the Supplier, commencing from the commencement date of the Services, in twelve (12) monthly installments, in

arrears, following receipt by the City of an invoice from the Supplier in accordance with section 7.1 (a) and 7.3(a). See Schedule B.

- (d) If during the Term and Extension, the Services are not rendered for all Designated Residences on all Collection Days in a given month, the Service Fee payable for that month shall be pro-rated based on a daily basis from the date of the first pickup.
- (e) Except as expressly provided by the tables in Schedule B of this Agreement, the Supplier shall not be entitled to an increase in the Service Fee during the Term.

## 7.2 Invoicing and Payment

The Supplier shall invoice the City for the Services rendered with documentation satisfactory to the City as follows:

- (a) Within ten (10) calendar days of the last day of each month, the Supplier shall submit invoices to the City for all Services delivered in the preceding month. Where the tenth day falls on a Saturday, Sunday or a statutory holiday, the parties agree that the tenth day shall be deemed to be the Business Day next following the tenth day.
- (b) Invoices shall be specific to the following:
  - (i) Month of service and the number of household units served for the month;
  - (ii) Other special items.
- (c) The City shall make payment to the Supplier within thirty (30) days of receipt and acceptance by the City of the invoice. Payments will be processed by the City within thirty (30) days from the date of invoice; unless payment has not been issued within a forty-five (45) day period. The City reserves the right to deny responsibility for the payment of any charges pertaining to interest or late payment fees.
- (d) The Supplier acknowledges and agrees that payment to the Supplier will be made by the City out of the funds under the control of the City in its public capacity, and no member of Council or officer or employee of the City may be held personally liable or responsible to the Supplier for payment under any circumstances whatsoever.
- (e) In the event that the City wishes to dispute any invoice received from the Supplier, the City shall notify the Supplier in writing within fifteen (15) days of the date that the City received the invoice, stating the reasons why the invoice is disputed.
- (f) In the event that the Supplier responds to the City's notice sent pursuant to section 7.3(e) that the Supplier does not agree with all or any of the statements made in any notice served by the City, then the parties agree that matter or matters in question shall be determined pursuant to Article 25.1.

### 7.3 Taxes

- (a) The Supplier warrants that it:
  - (i) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration number 891813479; and
  - (ii) will remit the GST and the PST payable in relation to the Service Fees in accordance with Applicable Laws.
- (b) The Supplier agrees that:
  - (i) all GST and any taxes or duties imposed by the *Excise Tax Act* or the *Customs Tariff* and tax or duty rate decreases or exemptions resulting from amendments, re-classifications, remissions, or clarifications thereof on tax or duty-included goods and materials, whether recognized or not at the time of award, will be passed on to the City.
  - (ii) If the Supplier manufactures or purchases any goods with respect to the Services from outside of Canada, the Supplier must ensure that its agent or representative is the importer of record, unless otherwise expressly stipulated.
- (c) The Supplier agrees that the City shall not be liable for and the Supplier shall indemnify the City with respect to any special or dumping duties which may be levied by the Canada Border Services Agency (CBSA), Anti-Dumping and Countervailing Directorate under the provisions of the *Special Import Measures Act (SIMA)*, upon any imported goods required in the supply of materials in any order or in the performance of the Services.

### 7.4 Set-off and Moneys Due to the City

- (a) Notwithstanding any other provision in this Agreement, the City shall have the right to set-off and retain out of any monies due to the Supplier such sum or sums as the City may deem necessary to protect the City from any claims against it by third parties arising out of the Supplier's performance or non-performance of this Agreement and any payment to the City of Liquidated Damages which may have been, or may in the future be payable by the Supplier under any provision of this Agreement.
- (b) The Supplier agrees that should the amount retained in Section 7.4(a) prove insufficient to meet the Supplier's financial obligations, the City may enforce its claim for any deficiency against the Supplier or the Performance Security. Should the amount retained exceed the total of any claims and associated legal costs, the excess will be paid to the Supplier without interest within thirty (30) days of a final determination of the amount properly owing.

## **ARTICLE 8**

### **NO SCAVENGING**

#### **8.1 No Scavenging**

All Designated Materials become the property of the City when placed out for collection by a Designated Residence. The Supplier acknowledges and agrees that the City has exclusive rights in all Designated Materials until such time as the materials are collected and deposited in a vehicle owned / contracted by the Supplier, at which time the materials become the property of the Supplier.

## **ARTICLE 9**

### **SUPPLIER PERSONNEL**

#### **9.1 Supplier Personnel**

In providing the Services the Supplier shall:

- a) provide all labour required to perform the Services;
- b) ensure that all Supplier Personnel have sufficient abilities, skills, knowledge, training, qualifications and experience to safely and effectively provide the Services;
- c) ensure that sufficient reserve personnel are available to provide the Services at all times; and
- d) ensure that all Supplier Personnel charged with the operation of Collection Vehicles possess a valid license in accordance with Applicable Laws.

#### **9.2 Training**

- (a) The Supplier shall ensure that all Supplier Personnel shall be at all times properly and sufficiently trained and instructed in the task or tasks that must be performed, and the need to maintain the highest standards of courtesy and consideration to the public to protect and promote the image and/or reputation of the City.
- (b) The Supplier shall provide a full training program to ensure that the Supplier Personnel are familiar with the Supplier's and the City's operations, complaint procedures, all applicable health and safety obligations, workplace hazardous materials obligations, hazardous spills response, customer service and all traffic laws, including all applicable City bylaws.
- (c) Such training program must include driver safety, health and safety policies and practices, public relations, policy and complaint procedures, and dumping guidelines. The Supplier shall ensure all Supplier Personnel receive an annual updated training session. Upon request, the Supplier shall submit its training program to the City for review.

### 9.3 Appearance and Conduct

- (a) The Supplier shall provide all Supplier Personnel with neat and distinctive uniforms which shall bear the Supplier's logo and safety equipment to be worn while performing the Services. The Supplier must ensure that all Supplier Personnel have and wear protective footwear, gloves, safety vests, eye protection and, upon request, noise protection and dust masks, as may be required by Applicable Laws or as a result of the Services. The Supplier must ensure that uniforms comply in all respects with the requirements of *The Saskatchewan Employment Act, 2013*.
- (b) The Supplier Personnel who normally and regularly come into direct contact with the public shall bear some means of individual identification such as corporate identification, name badges or business cards.
- (c) The Supplier shall ensure that Supplier Personnel are alert, respectful, polite and courteous towards the public at all times, including other City contractors and employees. Supplier Personnel shall not interfere with the work of other City contractors or City employees.
- (d) The Supplier shall ensure that (i) all of the Supplier Personnel are free from alcohol and narcotics at all times while engaged in the delivery of the Services, and (ii) none of the Supplier Personnel solicit or accept any gratuity for the Services completed.

### 9.4 Supervision

- (a) The Supplier shall ensure that a minimum of one (1) skilled and qualified Supplier Supervisor is available daily to supervise other Supplier Personnel in providing the Services.
- (b) All Supplier Supervisors shall be available to the provision of the Services pursuant to this Agreement and shall not be engaged in any other full-time work. All Supplier Supervisors will only be permitted to operate Collection Vehicles with the City's prior written approval.
- (c) All Supplier Supervisors shall thoroughly understand all of the requirements of this Agreement and shall be fully experienced in the Services. The Supplier Supervisors will represent and be in charge of the operation of the Services and be authorized to accept any notice, consent, order, decision or other communication from the City on behalf of the Supplier.
- (d) The Supplier Supervisors will be responsible for follow-up on all customer complaints, accidents and spills that occur during the performance of the Services and each Supplier Supervisor will be equipped with a cellular phone, two-way radio and digital camera and shall keep a written daily log of activities.
- (e) All Supplier Supervisors shall inspect all Collection Routes on a daily basis for the first (sixty) 60 days of the contract and as required during the Term and Extension of the Agreement to ensure the following: Designated Materials are collected in the time and manner specified in this Agreement;

- (i) All Carts are being returned to the correct location and all Carts are placed appropriately;
- (ii) All Supplier Employees are wearing appropriate safety equipment and performing the Services in a safe and courteous manner;
- (iii) All Collection Vehicles are obeying all traffic laws;
- (iv) All Complaints are responded to and resolved within the time frames identified in this Agreement; and
- (v) The City is informed of all incidents and corrective actions taken by the Supplier.

#### **9.5 Record of Wages, Human Rights and Equal Opportunities**

- (a) The Supplier shall comply with fair wage practices. To enable the City to confirm compliance, the Supplier must keep at all times a list of the names of all Supplier Personnel and a record of the wage rates and of amounts paid to each, and shall from time to time, if demanded, furnish certified copies of all pay sheets, lists, records and books relating to the Services, and the originals shall be made available for inspection by the City or anyone appointed by the City on reasonable notice to the Supplier. In advance of the Supplier providing certified copies of any of the documents or records contemplated by this Section 9.5(a), or in the alternative, the Supplier permitting the City to inspect the said documents and records, the Supplier shall be entitled to conceal any confidential information relating to Supplier Personnel, including, but not limited to, social insurance numbers, contact information and any discipline or advancement record.
- (b) The Supplier shall comply with Applicable Laws and not unlawfully discriminate within the meaning and scope of all legislation which may be in force from time to time, including on the basis of gender, race, religion, marital status, sexual orientation, age and disability.
- (c) The Supplier shall do all such things as may be reasonably required by the City from time to time to facilitate compliance by the City having regard to the need to eliminate unlawful discrimination and to positively promote equality of opportunity and good relations between persons of different backgrounds.
- (d) The Supplier shall take all reasonable steps to ensure that Supplier Personnel comply with this Section 9.5.

### **ARTICLE 10**

#### **HEALTH AND SAFETY**

##### **10.1 Compliance with Health and Safety Regulations**

The Supplier acknowledges that it will, at all times, ensure compliance with all federal, provincial and municipal occupational health and safety regulations, including without limitation *The Saskatchewan Employment Act, 2013* and any regulations made thereunder. The Supplier accepts the responsibility for the health and safety of its employees by providing appropriate

protective equipment as may be required and by taking all reasonable precautions for the protection of its employees.

### **10.2 Health and Safety Training and Policy**

- (a) The Supplier shall provide health and safety training for all of the Supplier Personnel, such training to include health and safety, and how to properly operate Collection Vehicles and other equipment and emergency response measures. Upon request, the Supplier shall submit its training plan to the City, for review.
- (b) The Supplier shall maintain applicable records with respect to all health and safety instruction and training completed for Supplier Personnel, which will include frequency and course content, and shall supply the City with such records, as required or requested.

### **10.3 Public Safety**

- (a) The Supplier must perform the Services so as to cause the public, including other City contractors and employees, the least inconvenience reasonably possible. In particular, the Supplier will ensure that the Supplier Personnel will not obstruct any street, thoroughfare or pedestrian walkway longer or to a greater extent than necessary to perform the Services unless expressly instructed to do so by the City.
- (b) The Supplier must take all reasonable precautions necessary to:
  - (i) ensure the safety of the general public, particularly children who may play in the area the Services are being provided;
  - (ii) prevent damage to property or injury; and
  - (iii) establish, maintain and enforce safety procedures for the protection of all Supplier Personnel and other persons involved with the Services

### **10.4 Health and Safety Records**

Upon request by the City, the Supplier shall provide a report of health and safety activities undertaken or incidents occurring as a result of the Services or this Agreement, which report shall include medical aids, lost time accidents, records of incidences and accidents, minutes of safety meetings, records of instruction and training, and equipment inspections.

### **10.5 Worker's Compensation**

- (a) The Supplier understands, acknowledges and agrees that it is not, nor is any of the Supplier Personnel, covered by the City under *The Workers' Compensation Act, 2013 (Saskatchewan)*. The Supplier shall be solely responsible for and shall pay all dues and assessments payable under *The Workers' Compensation Act, 2013 (Saskatchewan)* in respect of itself and the Supplier Personnel.
- (b) The Supplier agrees to indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Supplier's provision of the Services, the provision of the Services by a subcontractor of the Supplier or if the City is held liable for any damages or injury to any employee,



partner, or subcontractor of the Supplier while on City-controlled or City-owned property.

- (c) The Supplier acknowledges and agrees that if the City is required to pay any amount to the Saskatchewan Workers' Compensation Board on behalf of the Supplier, or any sub-contractor, or by reason of any act of omission of the Supplier or any sub-contractor, the City may deduct and set off the amount required to be paid by the City from any amount owing to the Supplier under its or under any other Agreement, or may demand a reimbursement by the Supplier to the City for the amount so paid by the City. For further certainty, any right granted to the City pursuant to this Section 10.5(c) shall be in addition to and not in substitution for any other right at law or in equity which the City has by reason of the failure of the Supplier to comply with the provisions of *The Workers' Compensation Act, 2013 (Saskatchewan)*.

## ARTICLE 11

### COLLECTION VEHICLES AND EQUIPMENT

#### 11.1 Number of Collection Vehicles

- (a) The Supplier must, at all times, provide, maintain and operate a sufficient number of Collection Vehicles, drivers and other personnel to perform the Services required under this Agreement, and to comply with Applicable Laws.
- (b) The Supplier shall keep sufficient spare Equipment, including Collection Vehicles, to ensure that, in the event of a breakdown, Services continue uninterrupted and are completed in accordance with the terms of this Agreement. Any spare Collection Vehicles must conform to the provisions related to Collection Vehicles in this Agreement.
- (c) If in the opinion of the City, the Supplier does not have a sufficient number of regular or spare Collection Vehicles to properly provide the Services, the City will have the right to direct the Supplier at any time to increase the number of regular or replacement Collection Vehicles to ensure completion of the Services. Any increase in the number of Collection Vehicles required by the Supplier shall be at no additional expense to the City.

#### 11.2 Standards and Types of Collection Vehicles

- (a) All Collection Vehicle(s) shall be capable of navigating all front streets and back alleys in the City in an effective and efficient manner in order to complete the Services.
- (b) All Collection Vehicle dimensions will be such that it will not be adversely affected by any narrow alleys, overhead utility lines or associated utility poles.
- (c) All Collection Vehicles are to be properly constructed and maintained to eliminate the depositing of debris onto the streets during the Services and while traveling to the Designated Facility and shall have fully enclosed steel bodies of

sufficient capacity and strength, and must be mounted on an adequate truck chassis.

- (e) All Collection Vehicles shall meet or exceed the provisions of the *Motor Vehicle Safety Act (Canada)* and the Regulations made thereunder, be licensed in the Province of Saskatchewan, and meet or exceed all applicable safety regulations and current industry, regulatory, safety, licensing and other applicable standards as may be amended from time to time;
- (f) All Collection Vehicles shall be equipped with all mandated and/or legislated safety equipment and the Supplier shall continually maintain and update the Collection Vehicles to meet the required safety standards throughout the life of this Agreement;
- (g) All Collection Vehicles shall be equipped with a two-way radio, fire extinguisher, first aid kit, reflective safety vests and sufficient number of hard hats;

### **11.3 Age of Collection Vehicles**

- (a) The Supplier acknowledges and agrees that any and all Collection Vehicles (chassis and body) used in the performance of the Services shall not exceed seven (7) years of age any time during the Term and Extension of the Agreement. However, a fully refurbished Collection Vehicle may be allowed with the City's permission.
- (b) Upon the execution of this Agreement, the Supplier shall submit to the City a list of the operating and spare Collection Vehicles proposed to be used by the Supplier (including manufacturer, model, load capacity and age of vehicle), including a current digital picture of each Collection Vehicle. The pictures shall clearly show the front, rear and two (2) sides of each Collection Vehicle. The Supplier shall provide the City with an updated list of the operating and spare Collection Vehicles prior to any alternate or new Collection Vehicles being used.

### **11.4 Appearance and Cleanliness of Collection Vehicles**

- (a) The body of all Collection Vehicles shall be painted at the Supplier's discretion and expense. The City, acting reasonably, may request that the Supplier, at its sole cost and expense, re-paint any or all Collection Vehicles during the Term and Extension.
- (b) Packing bodies of all Collection Vehicles operated by the Supplier must be kept clean and disinfected inside and out so as not to cause any offensive odours. The Supplier shall undertake these actions at its own cost and expense.
- (c) All equipment shall start each week in a clean condition. Necessary noticeable bodywork shall be remedied with thirty (30) days of its first reporting.
- (d) Equipment stored overnight shall be empty of collected materials to reduce the risks of fire.

- (e) Should the recycling material processor be non-functional for any period of time, the Supplier shall store the material of their site or another suitable location until such time as the processor is capable of resuming operations.

#### **11.5 Advertising on Collection Vehicles**

Save and except for the affixing of the Supplier's name upon all Collection Vehicles, which may be permitted by the City, in its sole discretion, no advertising shall be carried on or permitted to be affixed upon the Collection Vehicles without the City's prior written consent, such consent to be at the sole discretion of the City.

#### **11.6 Licensing and Maintenance of Collection Vehicles**

- (a) The Supplier will be responsible for the maintenance of all Collection Vehicles and for all licensing, permits, inspections and insurance as may be required to operate the Collection Vehicles and carry out the Services. All maintenance, licensing, permits, inspection and insurance costs shall be the responsibility of the Supplier.
- (b) Upon the City's request the Supplier shall produce current and valid certificates of inspection issued in accordance with Applicable Laws for each Collection Vehicle.
- (d) The Supplier shall delete from the equipment list, and immediately remove from use any Collection Vehicle that is not functioning up to the standards specified in this Agreement.
- (e) The Supplier shall maintain a record of all maintenance services performed on the Collection Vehicles and shall forward a copy of the record to the City as requested.

#### **11.7 Electronic Devices on Collection Vehicles**

Supplier commits to installing and utilizing a global positioning satellite (GPS) in all trucks that will be utilized for the Services provided in this Agreement. The Supplier acknowledges that such technology can benefit both the City and the Supplier in managing and improving the Supplier's ability to identify and rapidly respond to Missed Collection areas/streets, track the number of households, and handle complaints e.g. late set-outs/ Missed Collections. The Supplier shall keep any records and data collected by GPS devices and shall forward such records to the City upon the City's request.

#### **11.8 Excess Loading of Collection Vehicles**

- (a) The Supplier shall not cause or permit Collection Vehicles to be loaded beyond the legal limit specified in *The Traffic Safety Act* (Saskatchewan) and shall comply with *The City of Moose Jaw Traffic Bylaw*, No. 4230 which imposes load restrictions on certain roads within the City.
- (b) Where, in the opinion of the City, acting reasonably, Collection Vehicles used by the Supplier are causing or are likely to cause damage to any private or public roadway, the City may direct the Supplier to (i) make changes in or substitutions for such Collection Vehicles, (ii) use alternate routes for hauling, (iii) alter

loading, or (iv) remove the cause of such damage in some other manner. The Supplier acknowledges and agrees that it will be responsible for any and all costs resulting from the overloading of Collection Vehicles and any costs related to changes, substitutions or alterations required to prevent any damage that may occur to private or public roadways.

## ARTICLE 12

### SPILLAGE AND ENVIRONMENTAL COMPLIANCE

#### 12.1 Spillage and Loose Materials

- (a) The Supplier shall immediately clean up any spillage or loose material resulting from its performance of the Services or make all other arrangements as may be required for the immediate clean-up of spilled Designated Materials. In the event of any spill, the Supplier shall at its expense restore the affected areas back to original condition and shall comply with all Applicable Laws when reporting or cleaning up any spill.
- (b) The Supplier shall report all spills or discharges of Designated Materials, pollutants or contaminants to the City in accordance with the requirements in Section 16.2.
- (c) Any Collection Vehicles or Equipment suffering oil spills, fuel spills, antifreeze spills or the release of other known contaminants will cease operations until the Supplier Supervisor arrives on site. Absorbent will be laid down immediately on any spill and as soon as the absorbent has had the desired effect, it is to be scraped from the road or affected property. If residue still remains following the use of absorbent, the Supplier shall apply another layer of absorbent and will leave the site in a clean and tidy condition. In the event that the Supplier fails to respond immediately to a mechanical or oil spill such that asphalt or other damage occurs, the Supplier shall be responsible and liable for all costs and expenses to restore the road or property affected to its original condition.

#### 12.2 Environmental Compliance

- (a) The Supplier shall, in the performance of the Services, comply with environmental legislation and other environmental requirements of those federal, provincial, municipal or other governmental bodies, including without limitation *The Environmental Management and Protection Act, 2010* (Saskatchewan) and the regulations and amendments thereto.
- (b) The Supplier acknowledges and agrees there may be additional reporting requirements in relation to any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment. The Supplier represents and warrants that it is familiar with these requirements and agrees to report any spill, release or discovery of any substance of any amount that has caused, is causing or may cause an adverse effect on the environment as may be required by Applicable Laws.

## **ARTICLE 13**

### **PERFORMANCE AND CUSTOMER SERVICE STANDARDS**

#### **13.1 Collection Performance Standards**

The Supplier shall collect one hundred per cent (100%) of the Designated Materials on each Collection Day from all Designated Residences between the hours specified and as a first priority to any other clients that the Supplier may have.

#### **13.2 Customer Service Standards**

- (a) The Supplier shall maintain an office that will be staffed during all times that the Services are being performed. At a minimum, the office hours shall be 7:30 a.m. to 5:00 p.m. Saskatchewan time Monday through Friday and 8:00 a.m. to 2:30 p.m. on Saturday.
- (b) The Supplier shall have a staff person on-call and available after normal operating hours to receive and respond to calls forwarded to it by the City. The Supplier shall provide its after-hours employee with a cell phone. The City will make available to the Supplier a schedule identifying the City's after-hours staff person and corresponding contact information.
- (c) The Supplier acknowledges that the City will be the primary contact for Designated Residences and that all calls that require action by the Supplier will also be forwarded directly to the Supplier's office by the City.
- (d) The Supplier shall maintain a staffed position to ensure a prompt receipt and response to all calls. The Supplier shall receive and satisfy all calls and inquiries from the City promptly and in accordance with the standards set forth in Sections 13.2 herein.
- (e) The Supplier acknowledges that notwithstanding the City's efforts to be the primary contact for Designated Residences that the Supplier may directly receive inquiries (either through email, mail, fax, phone or in person) from Designated Residences from time to time. In the event that the Supplier directly receives standard inquiries from Designated Residences, the Supplier shall promptly receive and respond to all such inquiries, save and except for billing matters, and taxation matters which shall be promptly forwarded to the City. The Supplier shall provide the City with a list of all non-standard inquiries that were received (either directly by the Supplier or indirectly from the City) in accordance with Section 13.2 herein. The objective is to coordinate standard messages and to refer non-standard inquiries directly to the City.
- (f) The Supplier will ensure that front line City personnel will have access to reference documents that will aid in responding to basic customer concerns. In situations where City staff cannot respond to a customer concern, city personnel or residents will have immediate access to a Supplier administrative representative. In response to a complaint or service concern, the Supplier

representative will have direct access to Supplier Supervisors and drivers to ensure the concern is addressed as soon as possible.

- (g) All Supplier Personnel responsible for performing the Services shall have business cards readily available if approached by any person with a complaint or question. Business cards will identify the name of the Supplier, the name of the Supplier Supervisor for the respective Collection Area.
- (h) The Supplier shall respond to and resolve any complaints or concerns (whether received directly or indirectly from the City) that it may receive in relation to the Services, excluding any Missed Collections, at latest, by 7:00 pm of the following day.
- (i) The Supplier shall maintain a complete log, including names and addresses relating to all complaints and inquiries received and the action taken to rectify the complaint and shall make the log available for inspection by the City during normal office hours. In addition to making the log available for inspection, the Supplier shall submit to the City as required.

### **13.3 Customer Service Standards**

The failure to meet any of the service and response requirements prescribed in Section 13.2 herein (“**Non-Performance**”) may result in the City assessing Liquidated Damages for every instance of non-performance in accordance with Article 22 herein.

## **ARTICLE 14**

### **DELIVERY OF DESIGNATED MATERIALS**

#### **14.1 Delivery of Designated Materials to Designated Facility**

- (a) The Supplier guarantees that all collected material will be transported either in a baled or loose state to an approved recycle processing facility.

## **ARTICLE 15**

### **CITY REPRESENTATIVE AND INSPECTORS**

#### **15.1 City Representative**

The City may designate by notice in writing to the Supplier a person or persons to have the delegated authority and full power to oversee the performance of this Agreement (the “**City Representative(s)**”). The Supplier shall comply with all instructions of the person(s) so designated. The City may, at any time during the Term and Extension, change the appointed City Representative by written notice to the Supplier.

## **15.2 Inspectors**

The City may from time to time appoint one or more Inspectors to monitor and assist in the management of the Services and this Agreement. The City may, at any time during the Term and Extension, change the appointed Inspectors by written notice to the Supplier. The Supplier acknowledges and agrees that the Inspector may make corrective orders or request that the Supplier to stop performing any portion of the Services if the Services are not being executed in accordance with the provisions of this Agreement. The Supplier agrees to immediately comply with any orders or directions provided by the Inspectors, and shall cause the Supplier Personnel to immediately comply with all orders issued by Inspectors.

## **15.3 Performance Meetings**

During the Term and Extension of this Agreement the Supplier Representative will attend meetings as required with the City Representative at a time and place to be agreed, to discuss the quality, performance and other matters related to the Services.

# **ARTICLE 16 REPORTING**

## **16.1 Reporting Requirements**

- (a) The Supplier shall at all times keep an accurate and up-to-date record of all activities related to the performance of the Services.
- (b) The Supplier shall use a computer Excel spreadsheet database for the purpose of documenting all calls, complaints and accidents (including damage claims) issued and the actions taken. The database shall be maintained on a daily basis and a copy of this information will be forwarded electronically to the City as requested.
- (c) The Supplier shall keep a copy of all weigh scale tickets issued to Collection Vehicles for Designated Materials deposited at the Designated Facility. The Supplier shall enter the weigh scale ticket information into a MS-Excel spreadsheet on a daily basis and provide a monthly summary.
- (d) The Supplier shall provide all information and data required pursuant to this Agreement to the City in a MS-Excel spreadsheet format;
- (e) The Supplier shall provide the City with any information relating to tag-notices as required.
- (f) The City may at any time request the Supplier to produce for inspection any records and reports relating to the provision of the Services. The City may photocopy such records and reports as it deems appropriate.
- (g) Save and except for reporting related to Missed Collections (for which the reporting process is described in Section 13.2), the City shall communicate any instances of Non-Performance within twenty-four (24) hours of assessment by the City of such Non-Performance by the Supplier. Email messages will be the

preferred means of communication with a follow-up direct telephone call where warranted.

## **16.2 Incident Reporting**

- (a) The Supplier shall accurately document and immediately report all incidents involving Persons and/or private property to the Inspector and provide copies of all claims and reported damages to the Inspector in written form for each occurrence.
- (b) Driver incidents shall be reported to the City as soon as practical following their occurrence and no later than 48 hours after the event. Should the incident result in bodily injury or fatality they should be reported to the City immediately.

## **ARTICLE 17 INSURANCE**

### **17.1 Renewable Multi-Year Consent of Surety**

- (a) The Supplier shall provide a Consent of Surety, in such amount as necessary to fulfill the contract terms herein, signed and sealed by the Supplier's surety from a surety company authorized by law to carry out business in the Province of Saskatchewan and approved by the City.
- (b) Failure of the Supplier to provide the required Insurance within ten (10) business days from the date of the signing of the Agreement can be considered sufficient grounds for rejecting the Proposal and accepting the next most qualified Proposal or requesting new Proposals.

### **17.2 Liability Insurance Requirements**

- (a) It is a requirement of the City that the Supplier shall have General Liability Insurance coverage of not less than \$10,000,000 per occurrence during the full term of the Agreement.
- (b) It is a requirement of the City that the Supplier shall have Automobile Liability Insurance coverage of not less than \$5,000,000 per occurrence during the full term of the Agreement.
- (c) It is a requirement of the City that the Supplier shall have Automobile Environmental Liability Insurance coverage of not less than \$5,000,000 per occurrence during the full term of the Agreement.
- (d) It is a requirement of the City that the Supplier shall have Motor Truck Cargo Insurance coverage of not less than \$32,000 for any one vehicle.



## **ARTICLE 18**

### **INDEMNITY AND LIMITATION OF LIABILITY**

#### **18.1 Supplier's Indemnity**

Notwithstanding anything to the contrary in this Agreement, the Supplier shall accept full responsibility for and shall indemnify and save harmless the City, its respective employees, contract employees, agents and elected representatives prior to, during, and after the Term and Extension, from and against all liability for:

- (a) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which may arise out of or in consequence of the performance or non-performance by the Supplier (including the Supplier Personnel) of the Services or its obligations under this Agreement, or the presence of the Supplier (including the Supplier Personnel) in any premises or property belonging to the City; and
- (b) all actions, claims, demands, costs, charges, losses and expenses (including legal costs on a full indemnity basis), which are related to or are caused by the negligence or wilful misconduct of the Supplier and which, for certainty, shall include all actions, claims, demands, costs, charges, losses and expenses related to bodily injury, death and loss or damage to property.

#### **18.2 City's Indemnity**

The City shall defend, indemnify and save harmless the Supplier from and against any and all claims or liabilities, arising from:

- (a) the City's breach, violation or non-performance of this Agreement; and
- (b) any negligent acts or omissions or wrongful acts of the City, its elected officials, employees, agents or others for whom it is responsible at law.

#### **18.3 Survival**

The indemnities provided in this Article 18 shall survive the termination or expiration of this Agreement and continue in full force and effect without time limit.

#### **18.4 Limitation of Liability**

- (a) Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether in contract, tort, strict liability, indemnity, contribution or any other cause of action for or in relation to:
  - (i) business interruption, loss of actual or anticipated revenue, income or profits or any other form of economic loss;
  - (ii) exemplary or punitive damages; or
  - (iii) any other loss, liability or damage that can be considered consequential.

- (b) The Supplier acknowledges and agrees that the City, its respective employees, contractors, agents and elected representatives shall not be liable for, except in the case of gross negligence or willful misconduct, any property damage, bodily injury, death or personal injury to the Supplier, Supplier Personnel, or their respective directors or officers, or for any proceeding by any third party against the Supplier, Supplier Personnel, or their respective directors or officers, arising in the course of the performance or non-performance of the Supplier's obligations under this Agreement or arising otherwise in connection with this Agreement for any reason.

## **ARTICLE 19**

### **REMEDIES**

#### **19.1 Remedies Not Exclusive**

The rights and remedies of the City as set forth in any provision of this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Agreement.

#### **19.2 No Waiver**

- (a) The City's exercise of any remedy provided under this Agreement does not relieve the Supplier from any liability remaining under this Agreement.
- (b) The failure of either the City or the Supplier to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

#### **19.3 Remedies and Expenditures Incurred**

The City may, at its sole discretion, take such steps as deemed necessary to remedy any breach of this Agreement, and any damages or expenditures incurred by the City in that respect of such steps deemed necessary to remedy the breach, plus a reasonable allowance for administration costs overhead may be recovered by the City pursuant to Article 22.

## **ARTICLE 20**

### **CONFIDENTIALITY AND PRIVACY**

#### **20.1 Protection of Confidential Information**

The parties each agree that all Confidential Information shall at all times remain the property of the party that created it and that this Article 20 shall not apply to any information that a party is obligated to produce as a result of a court order or other legal requirement, provided that the party provides the other party with prior notice thereof and a reasonable opportunity to seek a protective order or other appropriate remedy.

## 20.2 Exception

The obligation to maintain the confidentiality of Confidential Information shall not relate to any information which:

- (a) comes into the public domain or is subsequently disclosed to the public (other than through the default of either party);
- (b) was already in possession of the party (without restrictions as to its use) on the date of receipt; or
- (c) is required to be disclosed by either party by virtue of an order of a court or tribunal, pursuant to a legal proceeding, or as otherwise required by Applicable Laws.

## 20.3 City Limitation

The Supplier acknowledges and agrees that the City is subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that the City's obligations under this Article 20 of this Agreement are limited by its public disclosure obligations under such legislation.

## 20.4 Supplier Compliance with LAFOIP

The Supplier hereby confirms that in performance of this Agreement it will protect personal information as defined in and in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act (Canada)* and shall comply with its obligations under such legislation, and all statutory re-enactments or modifications thereof, any regulations, rules, orders and codes of practice made pursuant thereto, and any guidelines issued by the Privacy Commissioner.

# ARTICLE 21 TERMINATION

## 21.1 Termination for Cause

Without prejudice to the exercise of any alternative or additional remedy or of any accrued rights of the City, the City shall be entitled upon the occurrence of any of the following events to immediately terminate this Agreement:

- (a) the Supplier breaches this Agreement and fails to remedy or take reasonable steps to remedy such breach within thirty (30) calendar days from the date of a written notice of the breach being given to the Supplier by the City;
- (b) the Supplier becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the *Bankruptcy and Insolvency Act (Canada)*;
- (c) the Supplier having a winding-up order made or a resolution for voluntary winding-up passed;

- (d) the Supplier having a provisional liquidator, or receiver or manager of its business or undertaking duly appointed;
- (e) the Supplier being in circumstances which entitle a creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which would entitle the court to make a winding-up order;
- (f) the Supplier persistently violates its health and safety obligations under Article 10 of this Agreement;
- (g) the Supplier commits any Prohibited Act;
- (h) the Supplier undergoes a change of Control;
- (i) the Supplier is unable to complete or has discontinued the Services; or
- (j) the Supplier fails to maintain Performance Security in accordance with Section 23 of this Agreement; or
- (k) any other reason, which is at the discretion of the City.

## **21.2 Consequences upon Termination**

Upon termination of this Agreement:

- (a) the Supplier shall immediately cease to perform the Services;
- (b) the Supplier shall be liable to compensate the City for any loss or damages that the City has sustained as a consequence of any breaches of this Agreement by the Supplier;
- (c) if this Agreement is terminated for cause under Section 21.1, the Supplier shall fully and promptly indemnify and compensate the City in respect of the cost of causing to be performed such services as would have been performed by the Supplier during the remainder of the Term and Extension to the extent that such costs exceed such sums as would have been lawfully payable to the Supplier for performing such services (such costs to include all costs of concluding this Agreement and entering into a new contract with a replacement supplier). The City shall be free to have such services performed by any person (whether or not employees of the City) as the City may within its sole discretion determine; and
- (d) the City shall be under no obligation to make any further payments to the Supplier and shall be entitled to retain any payment which may have fallen due to the Supplier before termination until the Supplier has paid in full to the City all sums due under or arising from this Agreement, or to deduct there from any sum due under this Agreement.

## **ARTICLE 22**

### **NON-PERFORMANCE**

#### **22.1 Liquidated Damages**

- (a) If the Supplier fails to perform the Services in accordance with its obligations and the standards specified in this Agreement, the City shall assess liquidated damage for every instance of non-performance in accordance with the table attached as Schedule C "Liquidated Damages".
- (b) The Supplier acknowledges and agrees that, since it would be difficult to precisely ascertain or calculate the losses to the City in the event of the Supplier's non-performance of its obligations under this Agreement, the parties agree that the Liquidated Damages shall constitute a genuine pre-estimate of the damages that the City will suffer as a result of the Supplier's non-performance.
- (c) The Supplier, at the City's discretion, may be granted two (2) written warning per year before Liquidated Damages are assessed by the City.

## **22.2 Grace Period**

In order to allow the Supplier to become familiar with the Services, the City agrees that it shall not assess any Liquidated Damages against the Supplier for the **first ninety (90) days** following the commencement of the Services to be provided under this Agreement.

## **22.3 Payment of Liquidated Damages**

Where the City assesses Liquidated Damages against the Supplier in accordance with Section 22.1, the City shall be authorized to deduct the amount(s) of such Liquidated Damages assessed in any single month against the Service Fee invoice received from the Supplier for that same month. Where Liquidated Damages are assessed for a month for which the Service Fee has already been paid, the City shall be entitled to deduct such Liquidated Damages against the following month's invoice and/or to recover such Liquidated Damages by way of a claim against any Performance Security maintained by the Supplier or as provided in Section 23 of this Agreement. Where the City has deducted any amounts relating to Liquidated Damages against a Service Fee invoice provided by the Supplier to the City, the City shall, upon payment of such Service Fee invoice, provide a detailed accounting of the deduction and instances of non-performance giving rise to the Liquidated Damages.

## **22.4 Remedies for Non-Performance**

- (a) In addition to assessing Liquidated Damages upon an event of non-performance by the Supplier, the City shall be authorized, acting reasonably:
  - (i) to require the Supplier to repeat the Services not performed in accordance with this Agreement at no cost to the City; or
  - (ii) to withhold payment and make arrangements for the City to provide and perform the Services not performed using its own forces or those of another contractor and deduct any extra costs incurred by the City from any payment due to the Supplier.
- (b) The Supplier acknowledges that where Liquidated Damages exceed \$50,000 in the twelve (12) months following the commencement date of the Services or any subsequent twelve (12) month period, the City shall be entitled to terminate this Agreement for cause. As of the beginning of each fresh twelve (12) month period,

any Liquidated Damages will be assessed as though the Supplier had no prior incidents or events for which the City is entitled to assess and deduct Liquidated Damages.

- (c) For further certainty, the rights and remedies referred to in this Section 22.4 shall be considered without prejudice to any other right or remedy that the City may have under this Agreement or in law and shall not relieve the Supplier of any obligations under the Agreement in respect of the Services.

## **ARTICLE 23**

### **PERFORMANCE SECURITY**

#### **23.1 Supplier to Maintain Performance Security**

To secure performance by the Supplier of all of its obligations under this Agreement, the Supplier shall deliver, as a condition precedent of this Agreement, in the amount sufficient to fulfill the terms of this Agreement. If the Supplier has proposed another form of performance bond which has been approved by the City, the Supplier may fulfil its Performance Security obligation by delivering such alternative bond form provided always that it is in the amount sufficient to fulfill the terms of this Agreement. The performance bond must either automatically renew or be valid for the Term of the Agreement in the amount of \$760,000, such that continuous coverage is provided throughout the term of the Contract. No interest will be paid by the City. Where required by the surety issuing the bond, the Supplier will renew the bond from time to time so it remains in effect until six (6) months after the expiry or termination of this Agreement.

#### **23.2 Realization of Performance Security**

The Supplier acknowledges and agrees that the Performance Security may be realized upon by the City where the Supplier is in breach of its obligations under this Agreement and where the City must incur or has incurred, without limitation, any indebtedness, liabilities, obligations, costs, fees or expense whatsoever (collectively, the “**Liabilities**”), including any Liabilities incurred to facilitate the provision of the Services and any legal costs or costs in relation to legal proceedings resulting from the Supplier’s breach of its obligations under this Agreement. Where required by the terms of the Performance Security, the Supplier will be given notice of the City’s intention to realize on the Performance Security. Otherwise, the City may realize on the Performance Security without prior notice to the Supplier.

#### **23.3 Replacement of Performance Security**

Where the Performance Security is drawn upon, and provided that this Agreement has not been terminated by the City, such Performance Security shall be renewed or replaced so that it meets the then applicable threshold set out in section 23.1 herein.

## **ARTICLE 24**

### **INTELLECTUAL PROPERTY RIGHTS**

#### **24.1 Ownership of Intellectual Property Rights**

The Intellectual Property Rights in this Agreement and all documents, records, data, or other information produced by the Supplier as part of the Services shall belong exclusively to the City. All Intellectual Property Rights belonging to the City shall, at all times, remain the property of the City.

#### **24.2 Use of Intellectual Property Rights**

The Supplier shall not in connection with the performance of the Services use, manufacture, supply or deliver any process, article, matter or thing, where the use, manufacture, supply or delivery of which would be an infringement of any Intellectual Property Right.

#### **24.3 Vesting of Intellectual Property Rights**

Any and all Intellectual Property Rights developed under this Agreement or arising from the provision of the Services by the Supplier shall belong to the City and the Supplier agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the City.

#### **24.4 Intellectual Property Indemnity**

The Supplier shall fully indemnify and save harmless the City from and against all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the Supplier's performance of this Agreement or of any materials, plant, machinery, tools or appliances used therein or thereon, or in any way therewith, by the Supplier.

## **ARTICLE 25**

### **DISPUTE RESOLUTION**

#### **25.1 Dispute Resolution Process**

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement including in respect of this Agreement's existence, validity or termination (collectively, a "**Dispute**") through good faith, without prejudice negotiation between selected members of their respective senior management team commenced by delivery of a written and dated notice of a Dispute (a "**Dispute Notice**"). If the parties do not reach an agreement which finally disposes of the Dispute within sixty (60) days after the delivery of the first Dispute Notice, the Dispute shall be referred to binding arbitration as follows:

- (a) No arbitration proceeding shall be commenced after expiry of the time specified for commencement of actions or proceedings under the applicable statute of limitations;
- (b) The arbitration shall be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) (the “**Arbitration Act**”). If there is a conflict between the provisions of this Agreement and the provisions of the Arbitration Act, the Arbitration Act shall rule.

## ARTICLE 26

### TRANSITION OF SERVICES

#### 1.2 Transition Assistance and Cooperation

- (a) Upon termination or expiration of this Agreement, the Supplier shall cooperate with the City to assist with the orderly transfer of the Service functions and operations including:
  - (i) notifying all affected contractors and sub-contractors of the Supplier;
  - (ii) performing the transition service plan activities;
  - (iii) answering questions regarding the Services as-needed;
  - (iv) utilizing the same Equipment standards during the transition; and
  - (v) providing such other reasonable services needed to effectuate an orderly transition to a new supplier, as may be required by the City.

## ARTICLE 27

### MISCELLANEOUS

#### 27.1 No Partnership or Joint Venture

Nothing herein shall imply a relationship of employment, agency, association of persons, partnership or joint venture between the Supplier and the City. The Supplier shall not indicate or represent to any third party that the City is an employee or agent of the Supplier. The Supplier shall have no authority to commit the City to any third party. The Supplier shall be responsible for all business taxes, payroll remittances, benefits, assessments, remittances and all other applicable statutory payments and deductions for the Supplier, its employees, and all subcontractors, including any required federal and provincial withholding, self-employment and social security taxes, unemployment insurance, and worker's compensation insurance and assessments.

#### 27.2 Further Assurances

Each party upon the request of the other, whether at or after the Term, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such



further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

### **27.3 Notices**

Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery, fax, email or similar telecommunications device and addressed as follows:

- (a) in the case of the City at:

Attention: Director of Engineering Services  
228 Main Street North  
Moose Jaw, SK S6H 3J8  
Fax: (306)694-4473  
Email: jmickleborough@moosejaw.ca

- (b) in the case of the Supplier, to it at:

Attention: Curtis West  
620 McLeod Street  
Regina, Saskatchewan  
S4N 4Y1  
Fax: (306) 721-2543  
Email: cwest@loraasdisposal.com

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by fax, email or similar telecommunications device on the Business Day next following sending of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a Business Day than it shall be deemed to have been delivered and received on the Business Day next following such delivery. Either party may change its address for service by notice delivered as aforesaid.

### **27.4 Entire Agreement**

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

### **27.5 Time of Essence**

Time shall be of the essence of this Agreement.

### **27.6 Subcontracting**

- (a) The Supplier may only sub-contract the performance of this Agreement or any part thereof with the prior written consent of the City, and shall cease to so sub-contract if the City withdraws its consent. The City reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this Section 27.6(a), including but not limited to payment to the City of such reasonable administrative and legal costs as may be incurred by the City or the posting of such additional security as the City, acting reasonably, may consider appropriate.
- (b) Any consent provided by the City pursuant to this Section 27.6 (if given) shall not relieve the Supplier from any liability or obligation under the Agreement and the Supplier shall be responsible for the acts, defaults or neglect of any sub-contractor or its agents or employees in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the City may require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the sub-contractor concerning the provision of the Services and compliance with the Agreement in all respects.
- (c) All Subcontractors shall operate in accordance with this Agreement which shall be required by the Supplier of the subcontractor
- (d) Any dispute between the Supplier and Subcontractor shall not involve the City.

#### **27.7 Restriction on Assignment**

This Agreement shall inure to the benefit of the parties hereto and their respective successors, administrators and (permitted) assigns. Neither party may assign this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld or delayed, provided however that this Agreement may be assigned by the City to any of its affiliates, associates, subsidiaries, partners and related entities.

#### **27.8 Force Majeure**

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- (a) the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and
- (c) the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding any of the foregoing, the settlement of strikes, lockouts, and other labour disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle any strike, lockout or other labour dispute on terms which it deems inadvisable.

**27.9 Survival**

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

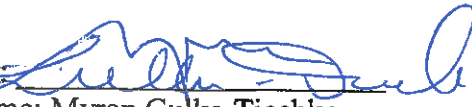
**27.10 Counterparts**

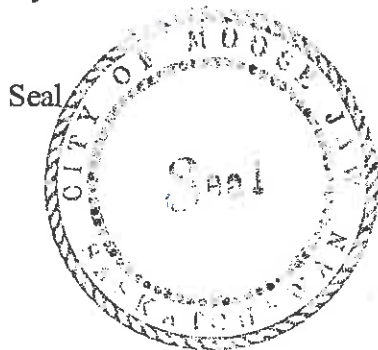
This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.


**THE CITY OF MOOSE JAW**

Per:   
Name: Deb Higgins  
Title: Mayor

Per:   
Name: Myron Gulka-Tiechko  
Title: City Clerk



**LORAAS DISPOSAL SERVICES LTD.**

Per:   
Name: CURTIS WEST  
Title: GENERAL MANAGER

Seal

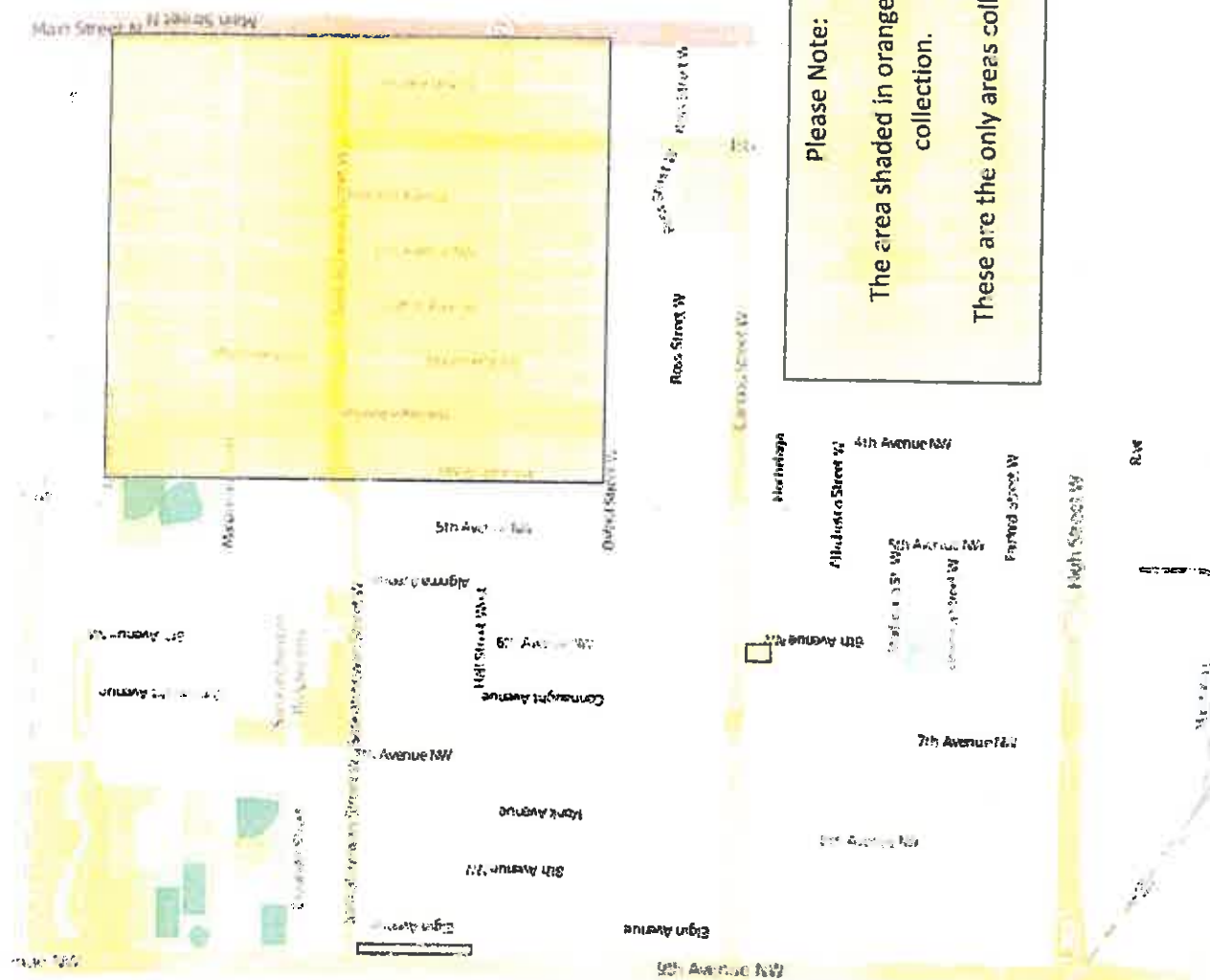


**Schedule A    General Collection Routes in Moose Jaw**  
(Subject to Minor Route and Service Adjustments)

The final configuration of the routes as per the Proposal and the attached maps incremental amendment and as provided for under Article 6 Change Management in this Agreement. This map is general and illustrative. A large scale operational map will be shared between the City and the Supplier and will contain all detailed information

## Curbside Re-cycle Collection Map

**Route: A**

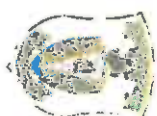
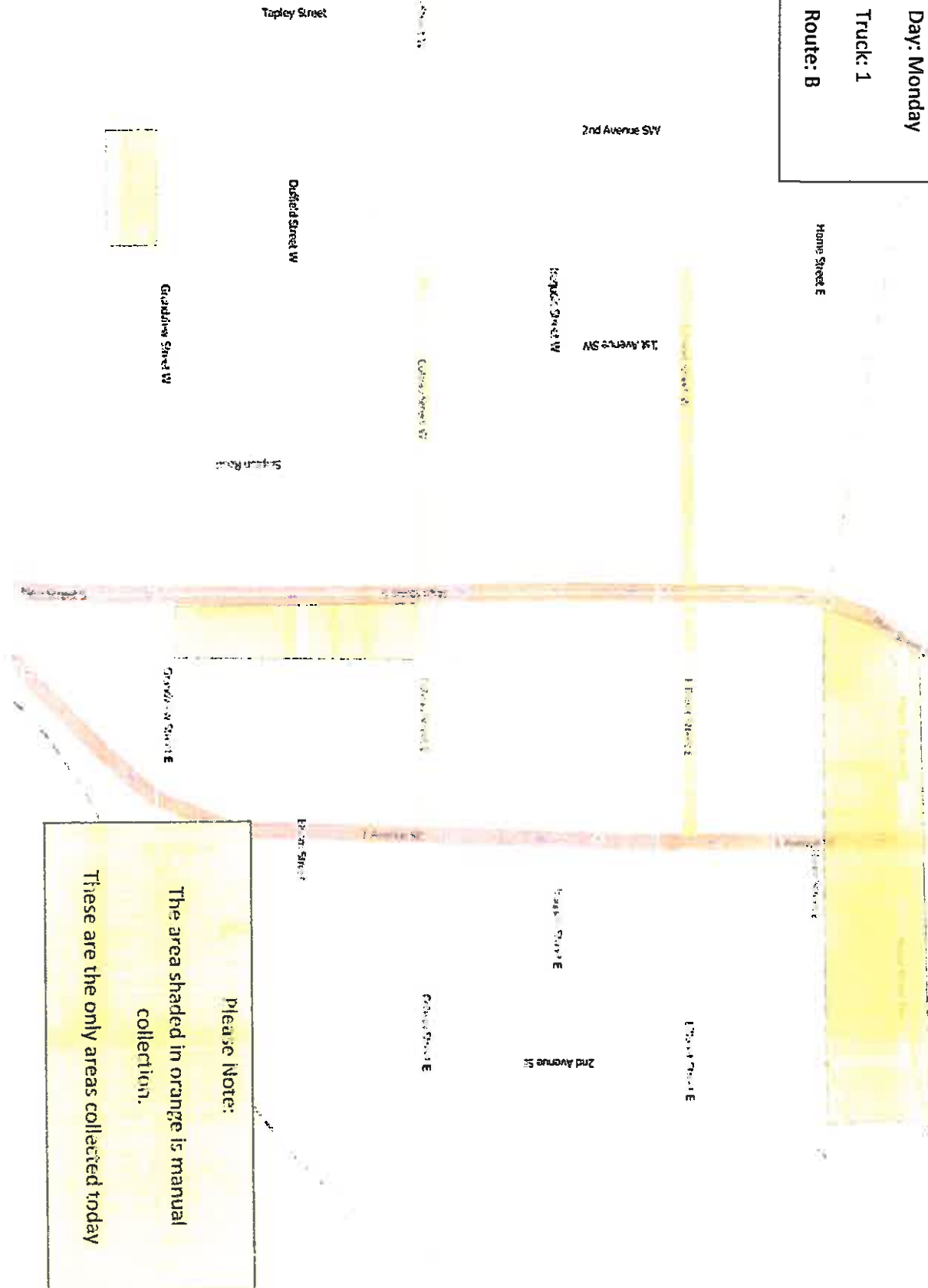


These are the only areas collected today

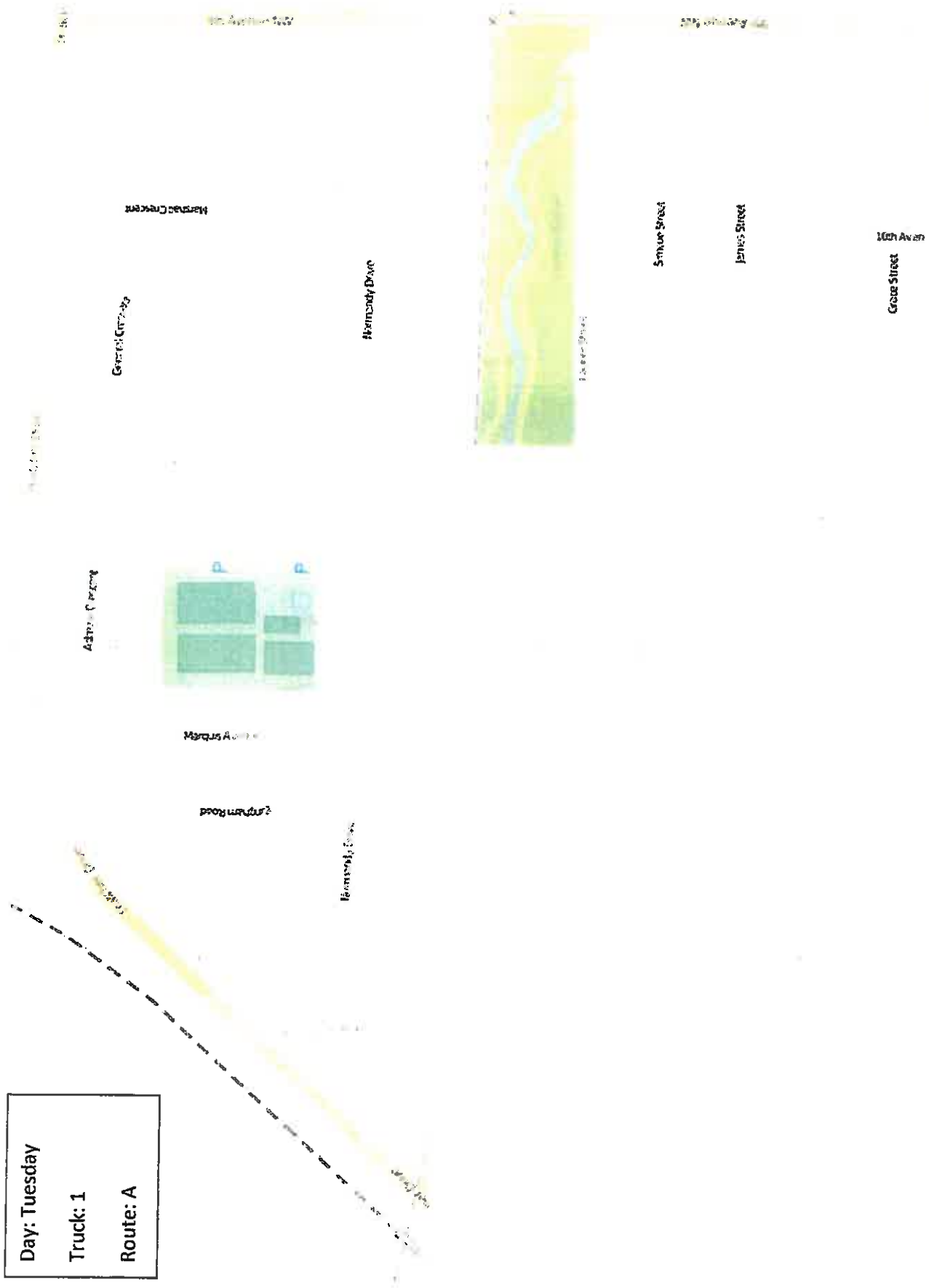
# City of Moose Jaw

## Curbside Recycle Collection Map

Day: Monday  
Truck: 1  
Route: B



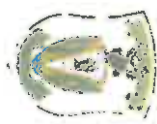
Day: Tuesday  
Truck: 1  
Route: A

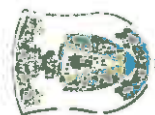




**Truck: 2**

Route: A





## Clay of Moose Jaw

## Curbside Recycle Collection Map

**Day: Tuesday**

Truck: 1

**Route: B**

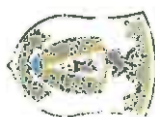
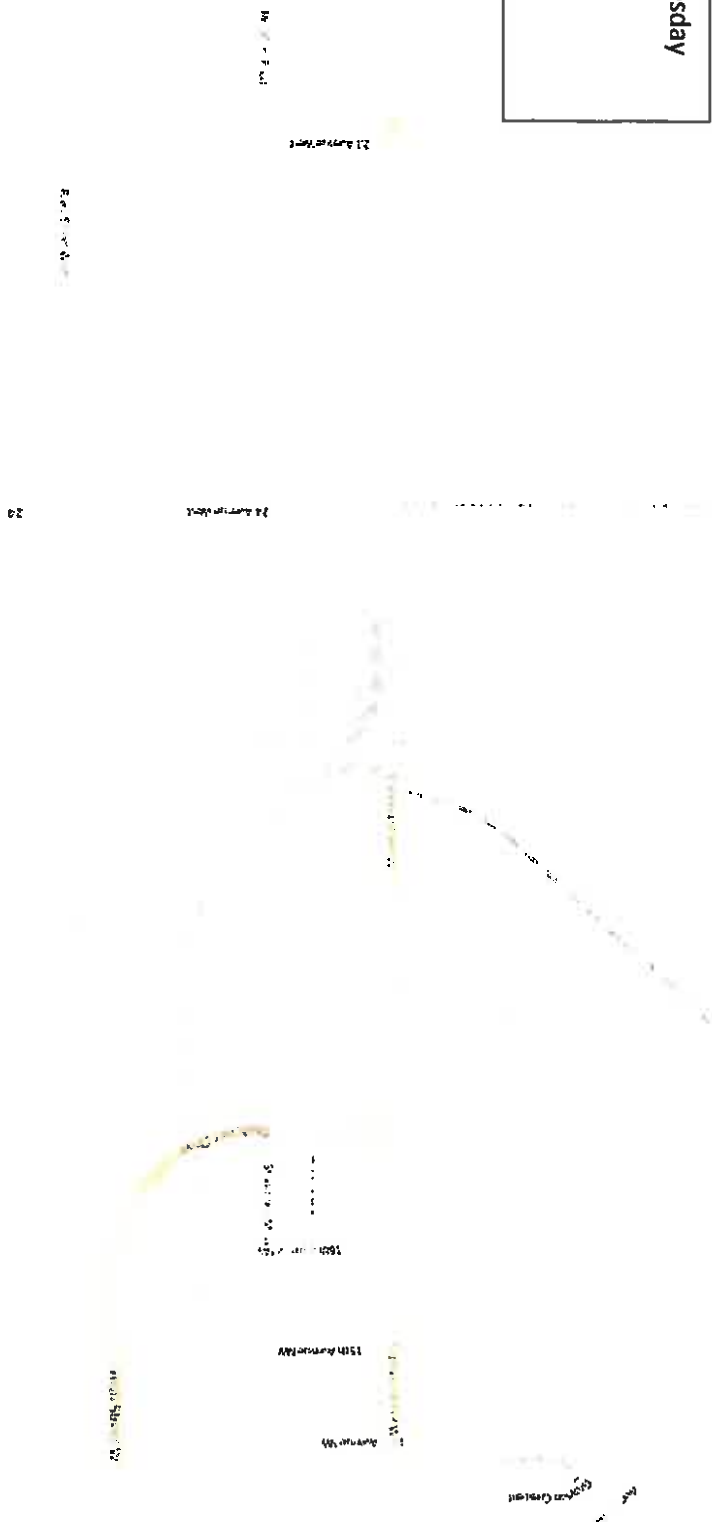


**LOR4AS  
DISPOSAL**

# City of Moose Jaw

## Curbside Recycle Collection Map

Day: Tuesday  
Truck: 2  
Route: B



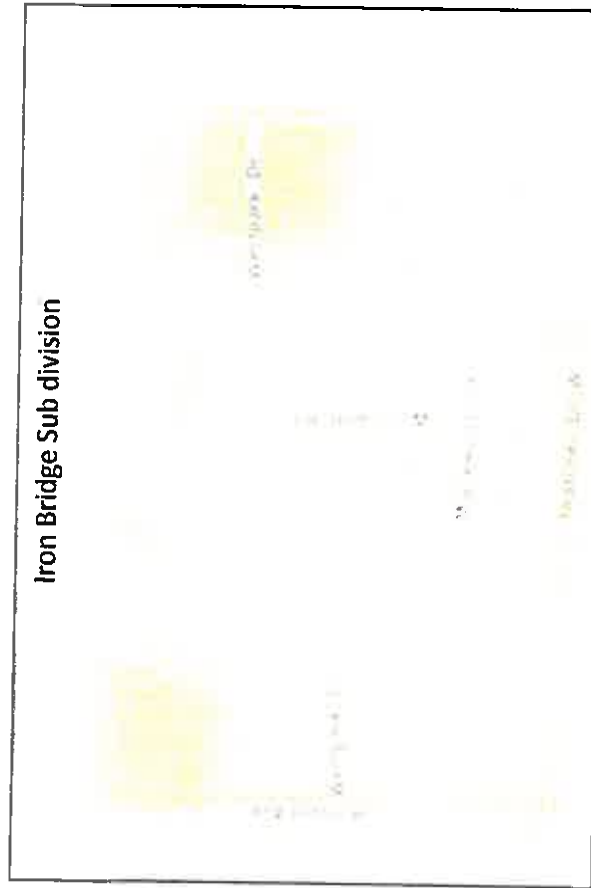
City of Moose Jaw

# Curbside Recycling Collection Map

Day: Wednesday

Truck: 1

Route: A



LORAS  
DISPOSAL



C / of Moose Jaw

Curbside Re /cle Collection Map

Day: Wednesday  
Truck: 2  
Route: A

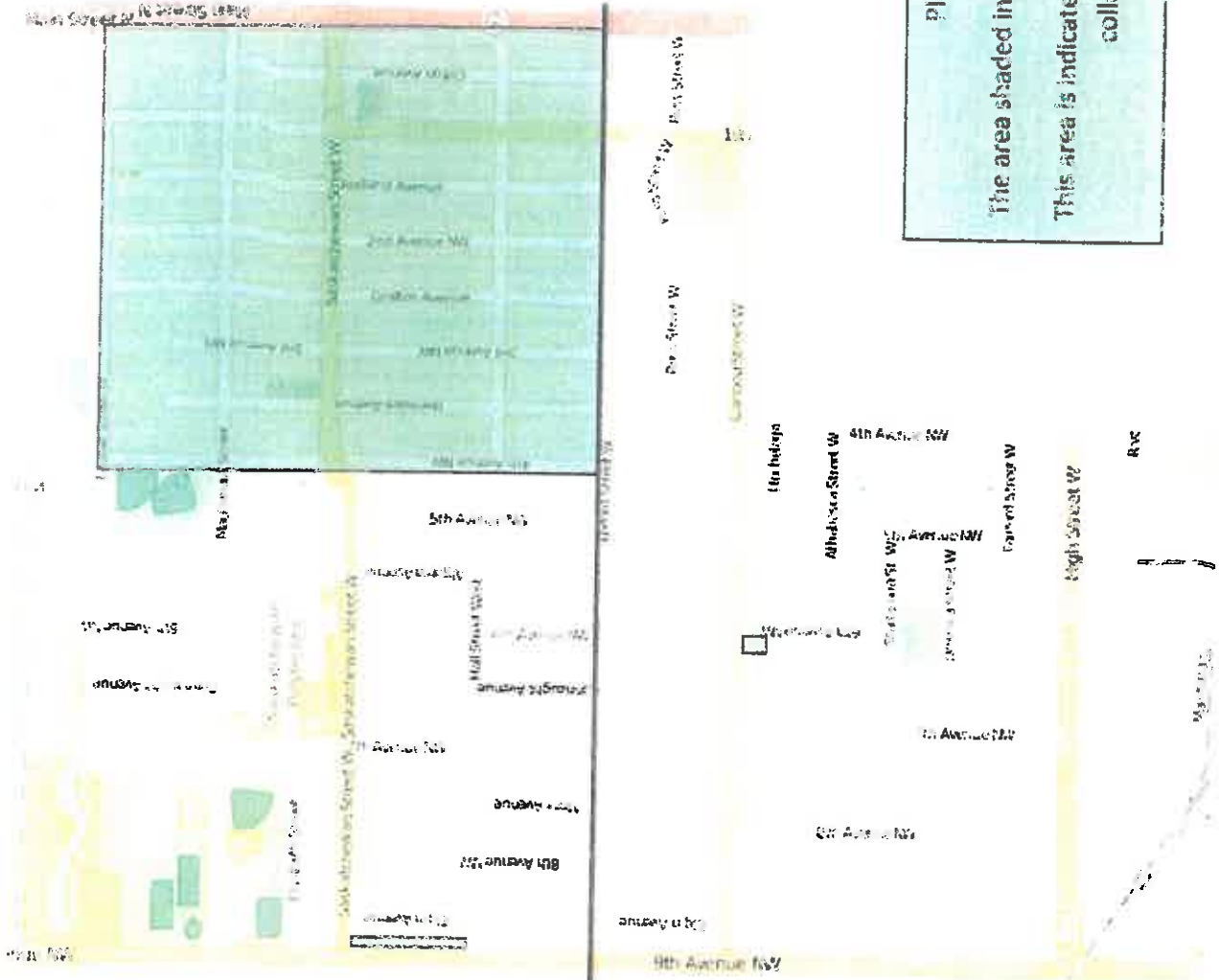


# Curbside Recycling Collection Map

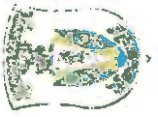
City of Moose Jaw

Day: Wednesday  
Truck: 1  
Route: B

Day: Wednesday  
Truck: 2  
Route: B



Please Note:  
The area shaded in green is manual collection.  
This area is indicated for collection on Monday  
collection maps





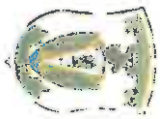




C / of Moose Jaw

Curbside Re /cle Collection Map

Day: Thursday  
Truck: 2  
Route: A



Day: Thursday  
Truck: 1  
Route: B



1000's to 1100's



1400's to 1500's



1800's to 1900's

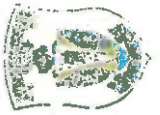
2000's to 2100's

2200's to 2300's

2400's to 2500's

2600's to 2700's

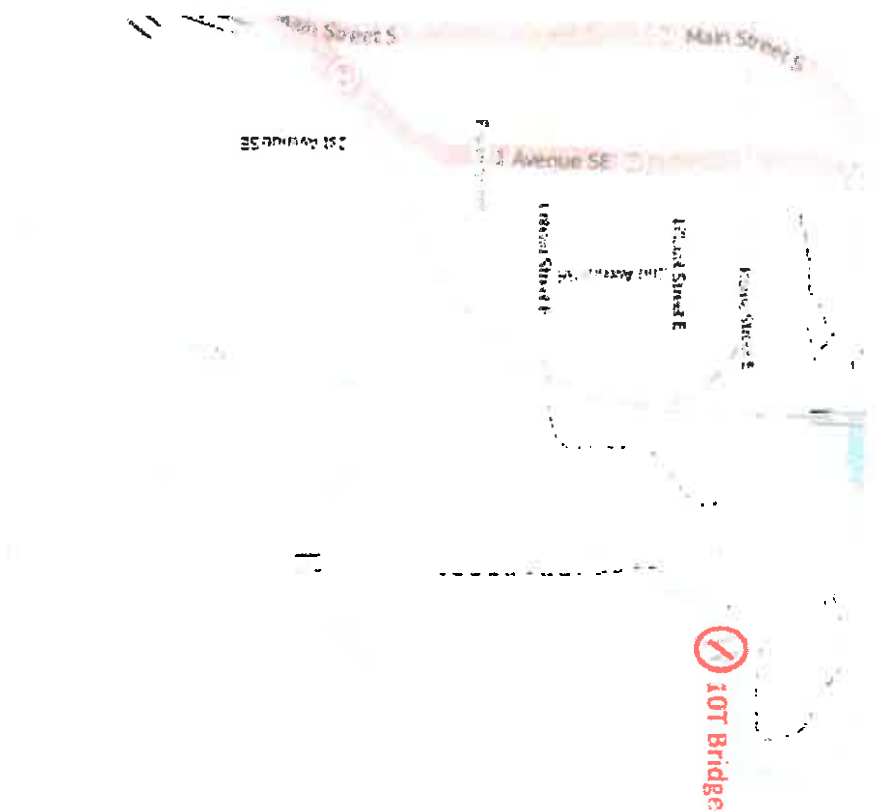
2800's to 2900's



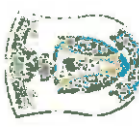
# C of Moose Jaw

## Curbside Recycling Collection Map

Day: Thursday  
Truck: 2  
Route: B



Day: Friday  
Truck: 1  
Route: A



## Curbside Recycling Collection Map

Truck: 2  
Route: A

**Truck: 2**

Route: A



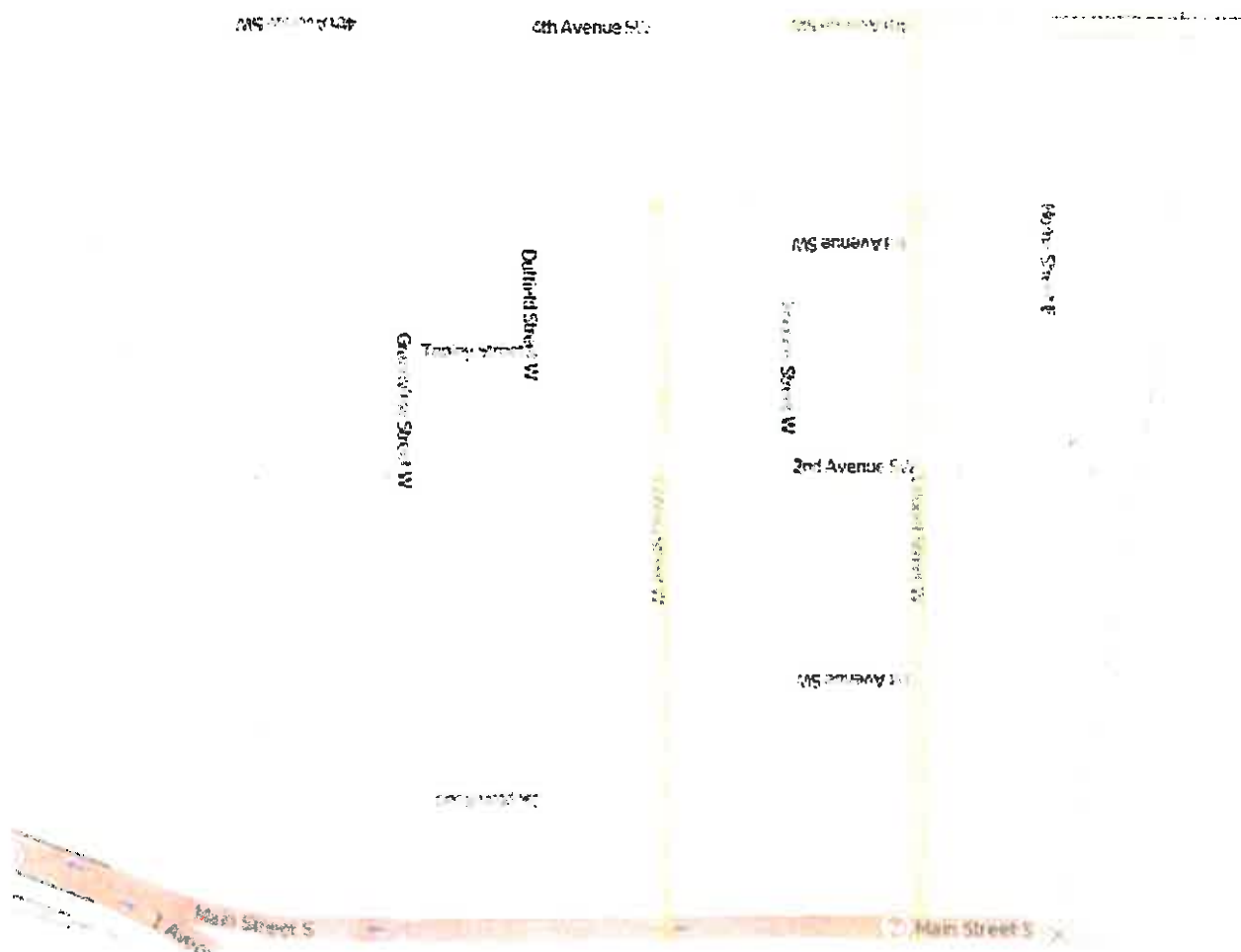
LORRAAS  
DISPOSAL



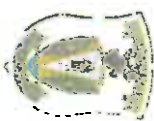
## Curbside Re , cle Collection Map

**Truck: 2**

**Route: B**



LORRAAS  
DISPOSAL



**Schedule B****Service Fees for the City of Moose Jaw Solid Waste Collection Agreement****Table 1 Residential Costs for Single, Multi-Unit Residential, and Municipal Facilities****Table 1**

Per the proposal contract costs to the City from Loraas are as follows:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Collection	\$34.50	\$35.36	\$36.25
Transportation	\$7.50	\$7.69	\$7.88
Processing	\$24.00	\$24.60	\$25.22
<b>Total cost / Cart (Home)</b>	<b>\$66.00</b>	<b>\$67.65</b>	<b>69.34</b>

These rates shall be billed to the City monthly, based on actual number of designated residences and corresponding assigned recycle cart.



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**Schedule C Liquidated Damages Table for City of Moose Jaw**

<b>Incident</b>	<b>\$250 / incident</b>	<b>\$500 / incident</b>	<b>\$1000 / incident</b>	<b>\$2000 / incident</b>
Failure to submit reports or documents within specified timelines	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Failure to clean up mechanical or oil spillage	n/a	n/a	n/a	Each incident
Failure to clean up waste, spillage and loose materials	n/a	3-5 incidents	6-10 incidents	>10 incidents
Failure to report and settle incidents involving damage to public or private property	n/a	n/a	n/a	Each incident
Proponent personnel scavenging Designated Materials	n/a	Each incident	n/a	n/a
Inappropriate appearance and/or conduct by Proponent personnel	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Failure to return Carts to their original location	3-14 incidents	> 15 incidents	n/a	n/a
Failure to return to rectify any Missed Collections in accordance with the specified timelines	n/a	Each incident	n/a	n/a
Failure to respond to customer complaints and concerns in accordance with the specified timelines	Each incident	n/a	n/a	n/a
Collections outside of Collection Schedule	n/a	Per Route	n/a	n/a
Failure to comply with health and safety requirements	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents
Collection Vehicles not conforming to requirements	n/a	n/a	Per Vehicle	n/a
Failure to maintain Carts in accordance with specified requirements	3-5 incidents	6-10 incidents	11-15 incidents	>15 incidents





August 7, 2019

Re: Amendment to the Single Stream Recycling Cart Contract


Attention: City of Moose Jaw Council and Administration

The recent changes in the recycling marketplace have created a huge impact across the globe, negatively affecting commodity prices and the movement of material to end destinations.

There have been many mentions in the media and across social media sites this past year, detailing the issues currently faced by material recovery facilities and municipal recycling programs.

e.g. <https://www.theglobeandmail.com/canada/article-wish-cycling-canadas-recycling-industry-in-crisis-mode/>

In order to continue providing an effective and efficient service, it is now necessary to limit the material being placed into the bins for recycling. It is our preference that effective immediately these items will no longer be accepted:

- Clam Shell Type Food Containers labelled as #1 
- Film plastic (plastic bags and stretch wrap)

Loraas Disposal South is proposing to have these types of products added to the list of unacceptable material.

Thank you for your cooperation in making these changes.

Loraas Disposal



# City of Moose Jaw

## COMMUNICATION # CC-2019-0197

**TITLE:** 2019 Winter Maintenance Policy

**TO:** City Council

**FROM:** Department of Engineering Services

**DATE:** September 19, 2019

**PUBLIC:** PUBLIC DOCUMENT

### **RECOMMENDATION**

THAT City Council approve the updated Winter Maintenance Policy substantially in the form as Attachment i.

### **TOPIC AND PURPOSE**

The purpose of this report is to update the Winter Maintenance Policy that reflects the City's new level of service, primarily the completion of priority routes within 96 hours.

### **BACKGROUND**

On July 9, 2018, City Council requested that Administration review the existing Winter Maintenance Policy.

At the October 15, 2018 Planning Session, the Department of Engineering Services provided an overview of the existing plan and comparisons to the level of service in other municipalities throughout Saskatchewan.

At the November 26, 2018 Executive Committee meeting a report was presented with the recommended changes to the Policy. The changes were to align the Policy with the levels of service with the majority of municipalities in the Province; address conflicting statements in the Policy; and clearly define timelines and deliverables. The costs associated with the increased level of service were also presented in the report for information. Executive Committee passed the recommendation to refer the matter to the 2019 Budget Committee deliberations.

At the December 12, 2018 Budget Committee Meeting, City Council passed the following motion:

*"THAT an increase in the winter maintenance budget of \$132,000 for staffing to allow for multiple shifts and completion of priority routes within 96 hours be approved."*

The 2019 Budget was ratified at the February 25, 2019 City Council Meeting.

For part of 2018/2019, the Winter Maintenance Program was delivered using the revised Street Priority list. The resulting snow clearing appears to have improved timelines relative to the old Policy.

For the 2019/2020 Winter Maintenance Program, City Council has approved the transition of 3 seasonal positions to 3 permanent positions that will join the Winter Maintenance Program during the winter months. These full time, permanent staff will allow for the City to offer a split shift during the winter, with one crew working during the regular daytime hours, and the other coming in the evening and working through the night. The use of contracted services will also continue for some services (i.e. hauling) and as required (heavy snow events).

## **DISCUSSION**

- The Priority Ratings for snow clearing have been revised as follows.

	<b>2011 Policy</b>	<b>2019 Policy</b>
Priority 1	Generally, City Arterials and Bus Routes	Arterial Roads and Emergency Services facilities
Priority 2	Collectors	Bus Routes
Priority 3	All Remaining Streets	Remaining Collector Roads and areas with potential drainage issues
Priority 4		Local Collectors
Priority 5		All Remaining Roads
Priority 6		Parking Lots

- The 2011 Winter Maintenance Policy targets
  - Priority 1 roads to be cleared within 72 hours of a storm event
  - Priority 2 roads to be cleared within 180 hours of a storm event
  - Priority 3 roads to be maintained based on rutting and drainage
- The 2019 Winter Maintenance Policy targets
  - Priority 1 roads to be cleared within 24 hours of a storm event
  - Priority 2 roads to be cleared within 48 hours of a storm event
  - Priority 3 roads to be cleared within 72 hours of a storm event
  - Priority 4 roads to be cleared within 96 hours of a storm event

- Priority 5 roads will be maintained based on rutting and drainage
- Priority 6 parking lots to be maintained based on conditions

The primary change and improvement is the response time and associated increase in the level of service in the clearing of roads after an event. It is anticipated that there will be other improvements to levels of service (to sidewalk clearing, sanding, etc.) as a result of the availability of crews. The response and level of service for other areas (sidewalks, sanding, etc.) will be monitored so this can be further refined and communicated.

It should be noted that the first year of implementation will involve learning and working out the details and efficiencies of the new Policy. There will be improvements to communication on operations and activities after an event, largely based on clear priorities and timelines.

### **PUBLIC AND/OR STAKEHOLDER INVOLVEMENT**

No public and/or stakeholder involvement is required in the implementation of this revised Policy.

### **COMMUNICATION PLAN**

The proposed changes to the Winter Maintenance Policy will improve the delivery of the program. No communication plan is required.

### **STRATEGIC PLAN**

This report supports the strategic priority to Community Safety by implementing changes to the Winter Maintenance Policy, which will improve snow clearing and lead to safer roads.

This report supports the strategic priority to Progressive Civic Administration by undergoing a review of the existing Winter Maintenance Policy and providing recommended changes to see an improved level of service for the community as a whole.

### **BYLAW OR POLICY IMPLICATIONS**

This Policy replaces the existing Winter Maintenance Policy which went into effect in 2011.

### **FINANCIAL IMPLICATIONS**

As part of the 2019 Budget process, City Council approved an additional \$132,000 in funding for snow operations. The proposed Policy will fit within those funding parameters established for snow operations.

### **OTHER CONSIDERATIONS/IMPLICATIONS**

There are no policy or privacy implications, official community plan implementation strategies or other considerations, other than those already attached to this report.

**PUBLIC NOTICE**

Public Notice pursuant to the Public Notice Policy is not required.

**PRESENTATION**

VERBAL: Steven Loptson, Manager of Transportation Services, will be in attendance at the meeting to provide a brief overview of the report.

**ATTACHMENTS**

- i. 2019 - Winter Maintenance Policy
- ii. 2019 - Snow Clearing – Clear/Haul Priority Map
- iii. November 21, 2018 - Snow and Winter Maintenance Policy Update

**REPORT APPROVAL**

Written by: Steven Loptson, Manager of Transportation Services  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Josh Mickleborough, Director of Engineering Services  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_



**Report Approval Details**

Document Title:	2019 Winter Maintenance Policy - CC-2019-0197.docx
Attachments:	- Winter Maintenance Policy.pdf - Snow Clear Haul Routes.pdf - 2018.11.21 - Snow and Winter Maintenance Policy Update.pdf
Final Approval Date:	Oct 8, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by assistant  
Caroline Dreger**

Fraser Tolmie



# CITY OF MOOSE JAW

## WINTER MAINTENANCE POLICY

<b>POLICY:</b> Winter Maintenance Policy	<b>Responsibility:</b> Engineering Services
<b>Applies To:</b> Transportation Department	<b>Effective Date:</b> <b>Last Review:</b> <b>Next Review:</b>
<b>Approved by:</b>  _____ Director of Engineering Services	<b>Approved by:</b>  _____ City Manager

The Engineering Department is responsible for the maintenance of public road rights-of-way within the geographical boundaries of the City. The Winter Maintenance programs establish safe traffic flows and clears a network of roadways for access from all areas as quickly and efficiently as possible on a priority basis.

### OBJECTIVES:

The objectives of this policy are:

1. Attempt to reduce hazardous roadway conditions caused by weather, acknowledging that weather conditions are beyond the City's control and dangerous conditions may result despite the City's efforts.
2. To provide for the operation of emergency services.
3. To provide vehicular traffic with adequate mobility under prevailing winter conditions within the City's financial resources.
4. To minimize economic loss to the community resulting from restricted transportation routes.
5. To set the level of service for snow and ice control.

## POLICY:

## 1. Definitions:

- a. Extreme Weather Event: When the immediate demand for snow and ice control services exceeds the available City resources to the extent that emergency vehicles and citizen mobility is compromised;
- b. Extreme Weather Response: A graduated response to restore vehicular mobility within the City based on severity of conditions;
- c. Arterial Roads: Major roadways that carry the highest traffic volumes;
- d. Collector Roads: Roadways that carry moderate volumes of traffic; this type of roadway carries vehicles between major and residential roadways; and
- e. Residential Roads: An undivided roadway that provides direct access and collects traffic from abutting residential properties and distributes this traffic to higher standard roadways.
- f. Parking Stall: The equivalent length to contain one standard personal vehicle.

Responsibilities

- 2. City Council shall:
  - a. Set the Winter Maintenance budgets; and
  - b. Set the policy and levels of service.
- 3. The Engineering Department, Transportation Division, is responsible for:
  - a. Implementing the Winter Maintenance Policy, managing and carrying out snow and ice control in accordance with the Policy.
  - b. Recommend budgets to City Council.

Roadway Priorities and Standards

- 4. The City operates with an approved budget. In establishing the Winter Maintenance Policy, the City must take into consideration its resources; fiscal, equipment, and its personnel to determine the budget required to meet the level of service in the Winter Maintenance Policy.
- 5. Winter Maintenance priorities are established to provide the greatest benefit to the majority of the traveling public. In setting priorities, consideration is given to criteria such as traffic volume, road classification, road geometrics, terrain, emergency services, drift exposure, and potential drainage issues.
- 6. Engineering has set four (4) priority ratings for roads plus two (2) categories as follows:

Priority 1: Arterial Roads and Emergency Services facilities as laid out on the map in Appendix 1, City Snow Clear & Haul Map – Priority 1.

Roads shall be plowed and have snow and ice control operations concluded twenty-four (24) hours after the end of a storm event. Roads will be plowed to remove snow as close to the road surface as possible.

Snow removal will be initiated when windrows exceed one (1) metre in height. Windrows maintained in medians or centers of roads within 15 metres of any intersection will be cleared prior to end of shift. Windrows maintained in parking areas shall be removed prior to end of shift, if snow haul cannot be completed, no more than 50% of parking stalls may be blocked.

Priority 2: Bus Routes, as laid out on the map in Appendix 2, City Snow Clear & Haul Map – Priority 2.

Roads will be plowed and have snow and ice control operations concluded forty-eight (48) hours after the end of a storm event. Roads will be plowed to remove snow as close to the road surface as possible.

Windrows will not extend beyond one-half (1/2) metre onto any sidewalk. One parking stall will be maintained in front of private residences.

Priority 3: Collector Roads and areas with potential drainage issues, as laid out on the map in Appendix 3, City Snow Clear & Haul Map – Priority 3.

Roads will be plowed and have snow and ice control operations concluded seventy-two (72) hours after the end of a storm event. Roads will be plowed to remove snow as close to the road surface as possible.

Windrows will not extend beyond one-half (1/2) metre onto any sidewalk. One parking stall will be maintained in front of private residences.

Priority 4: Local Collectors, as laid out on the map in Appendix 4, City Snow Clear & Haul Map – Priority 4.

Roads will be plowed and have snow and ice control operations concluded ninety-six (96) hours after the end of a storm event. Roads will be plowed to remove snow as close to the road surface as possible.

Windrows will not extend beyond one-half (1/2) metre onto any sidewalk. One parking stall will be maintained in front of private residences.

Category 1: All remaining roads and walkways.

Roads and Walkways will be left hard packed.

Grading and snow clearing will be reviewed when the ruts exceed ten (10) centimetres. In general, roads will not be cleared until spring to prevent drainage issues.

Category 2: City Owned Parking Lots

Parking lots will be cleared when lots become compromised. Ice control and snow haul will be provided as required.

Ice control (sanding)(Appendix 5) will be provided on intersections, railway crossings, playground zones, school zones, bridges, and corners.

Grading or snow clearing operations may be initiated when snowpack or rutting exceeds ten (10) centimetres.

Extreme cold and extreme weather can cause safety issues and an increase in equipment fatigue and physical damage. In these conditions, operations may need to be modified or discontinued.

7. Snow plowing operations will commence in priority order upon a snow accumulation of five (5) centimeters. Consideration will be given to field conditions and the weather forecast. When storms are continuous or follow closely one after the other, operations may repeat or continue the highest priority until completed before moving on to the next priority, unless directed differently by the Transportation Services Manager.
8. Snow plowing may result in windrows on both sides of the road or to the center of the road. The clearing of windrows less than twenty (20) centimetres in height in front of driveways may be left for the property owner or affected individual, company or corporation. Windrows in excess of twenty (20) centimetres will be cleared by City Crews.
9. Where conditions or down equipment prevent the timely completion of the Priority Routes, the Director of Engineering or delegate may request a transfer of manpower and equipment from other departments and/or hire equipment to support the ongoing maintenance activities. Any deviation from the priority response will be detailed to the Public in a Public Service Announcement.

#### Blocked Areas

10. Immediately following a major storm event, crews shall be sent to make all blocked roadways passable. See Appendix 6.

### Lanes

11. Lanes will be allowed to maintain a packed surface through the winter. Lanes may be plowed through the winter where conditions are deemed warranted by the Transportation Services Manager. Sanding of lanes will be done, as requested, to support waste collection services.

### Sidewalks

12. City forces will be mobilized following all storm events to clear snow and apply salt and sand adjacent to all City-owned properties, bridges, subways and at para-ramps at intersections in the downtown area in accordance with the applicable Bylaws.
13. Walkways connecting sidewalks to sidewalks, and, sidewalks to trails will generally be left hard packed; they will be cleared at the completion of Priorities and as time permits. See Appendix 7.

### Catch Basins and Drains

14. As the City approaches the spring melt, City forces will be mobilized throughout the City based on the Priority Streets laid out in this Policy. All catch basins and culverts will have their inlets cleared and known problem areas will be graded to encourage drainage.
15. Steamers will be utilized to thaw open catch basins and culverts in streets and lanes.

### Extreme Weather Event

16. During extreme weather events, additional resources may be required. The Director of Engineering or his designate may declare an Extreme Weather Event Emergency. In order to address the needs of public safety and restore vehicle mobility as quickly as possible, The Director of Engineering or his designate will authorize the Transportation Services Manager in writing to respond to the Event in the manner deemed most appropriate. Costs associated with the response will be drawn directly from the City's Snow Maintenance Reserve.
17. The ability to implement an Extreme Weather Event response is subject to the availability of external resources. Where possible, the City will maintain a list of pre-qualified hired equipment along with rates.

### Snow Maintenance Reserve

18. Annual Winter Maintenance budgets are based on responding to five (5) snow events per year.
19. Should the weather in any year result in the annual budget Winter Maintenance budget not being completely expended, the balance will be placed in the Snow Maintenance Reserve. The maximum balance of the Snow Maintenance Reserve is set at \$1,000,000.
20. Should the weather in any year result in the annual budget being exceeded, the Snow Maintenance Reserve will be accessed to continue to provide the program and response.
21. In the event of the declaration of an Extreme Weather Event Emergency, funds for the Extreme Weather Response will be drawn from the Snow Maintenance Reserve given that the Reserve balance is sufficient to cover the costs. Any shortfall in funds will be drawn from the General Operating Reserve.
22. City Council will be notified any time the Snow Maintenance Reserve must be accessed for operations and will be notified of any annual transfer.

### Public Relations

23. Engineering – Transportation and Communication branches shall handle all concerns and inquiries relating to snow and ice control.

### Parking Bans

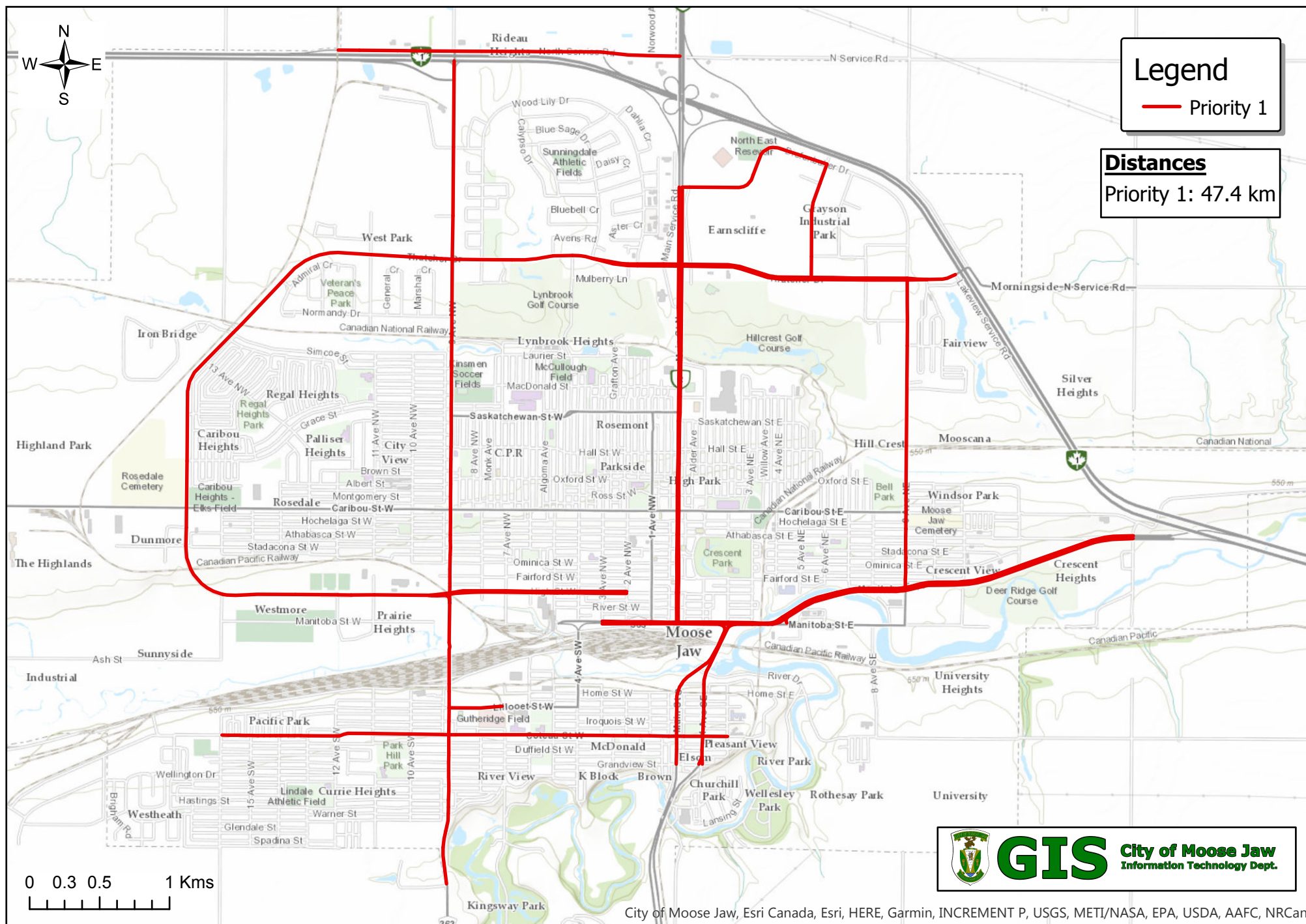
24. Parking bans may be implemented, as required, to provide for operations. The City will notify residents of upcoming parking bans with a Public Service Announcement and may also sign routes or deliver notices. Vehicles that do not adhere to the parking ban shall be towed and the owner of the vehicle shall be responsible for all towing and associated costs in accordance with the Traffic Bylaw.
25. Parking bans along signed snow routes will be activated based on Public Service Announcements and will be given 24 hours advanced notice. Where parking bans will go into effect on unsigned routes, 72 hours' notice will be provided and it will be posted on the City Website.

### Guidelines

This Policy is to be read in conjunction with other City Bylaws and Policies.

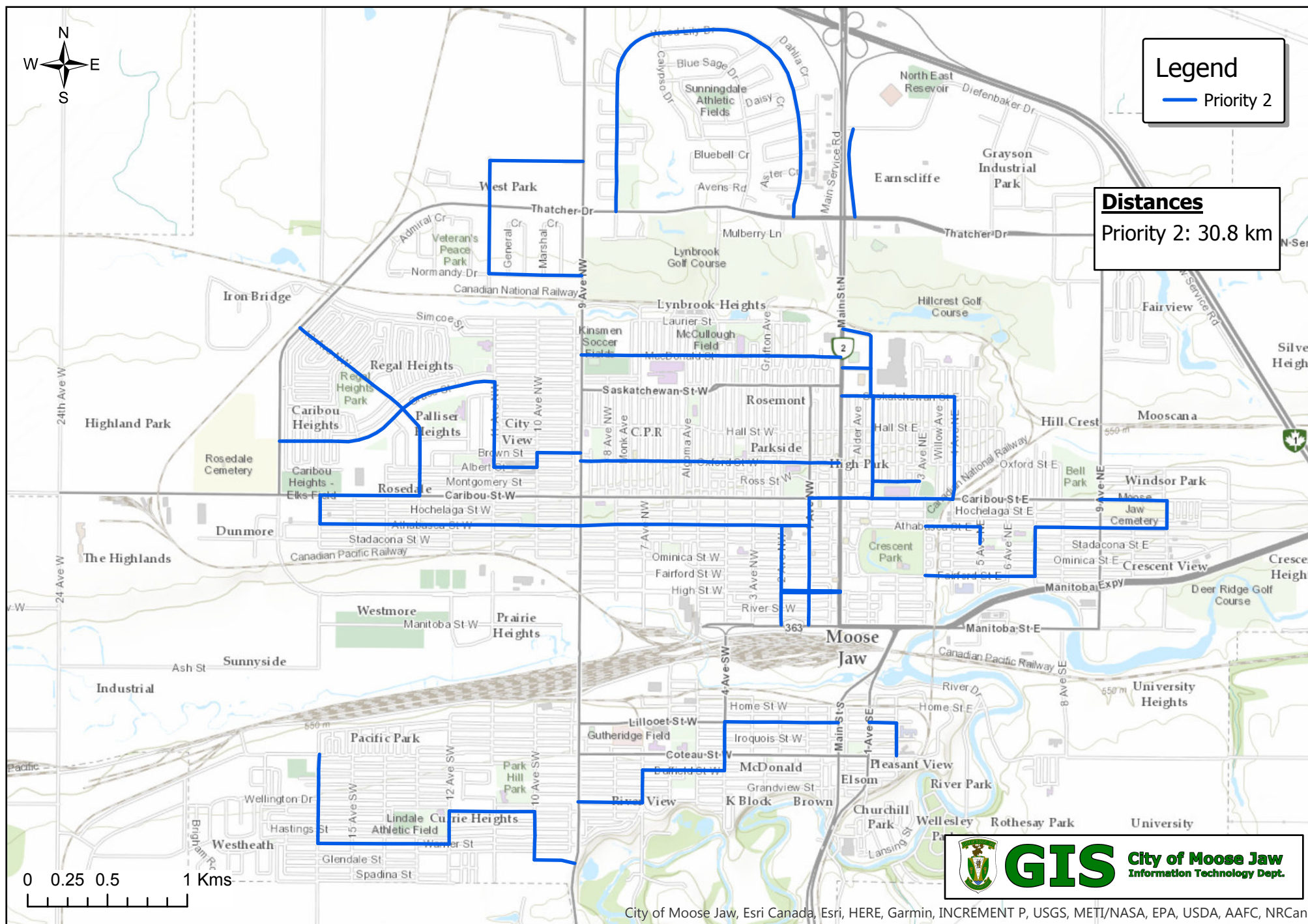


# City Snow Clear Map - Priority 1



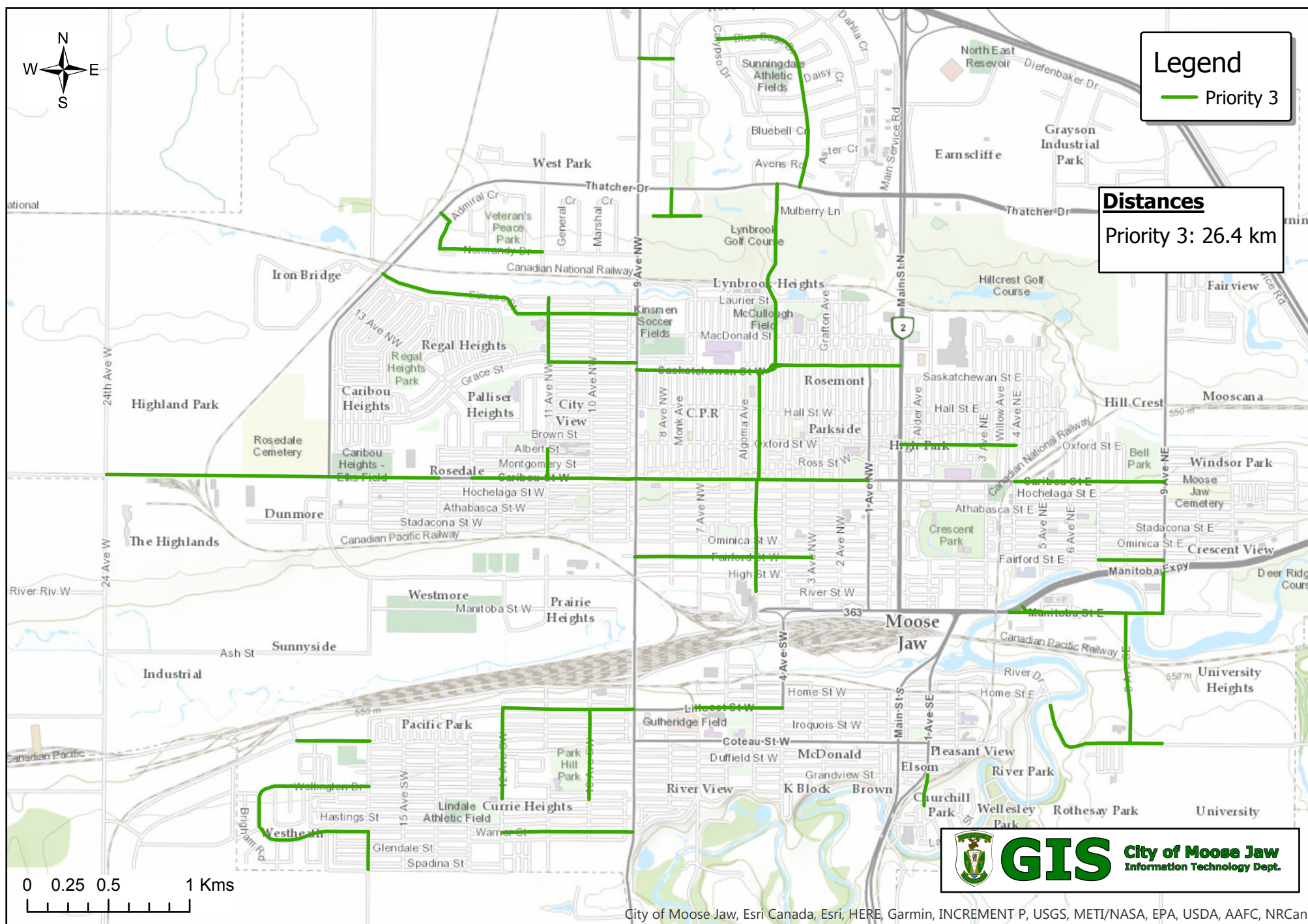


# City Snow Clear Map - Priority 2



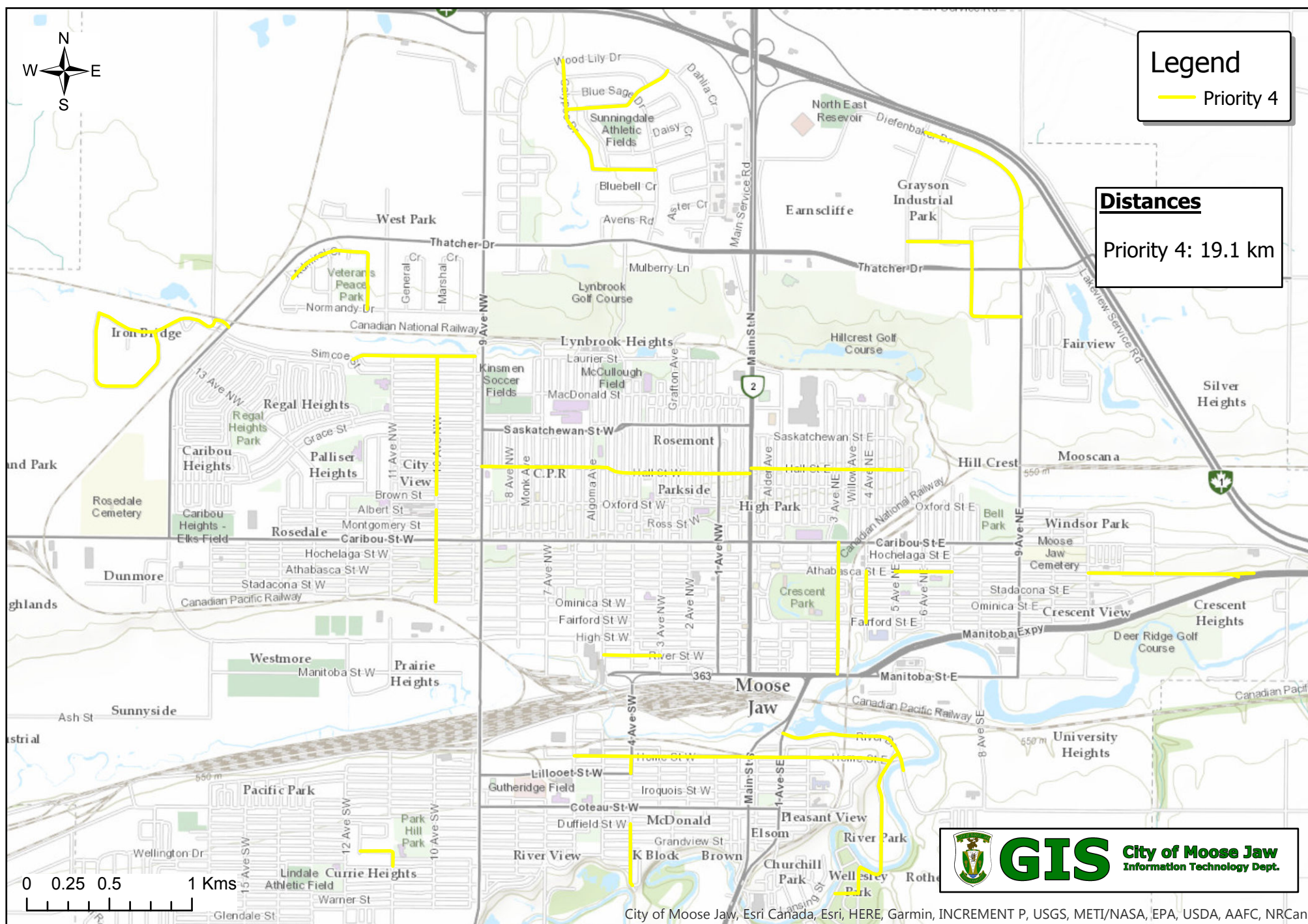


# City Snow Clear Map - Priority 3

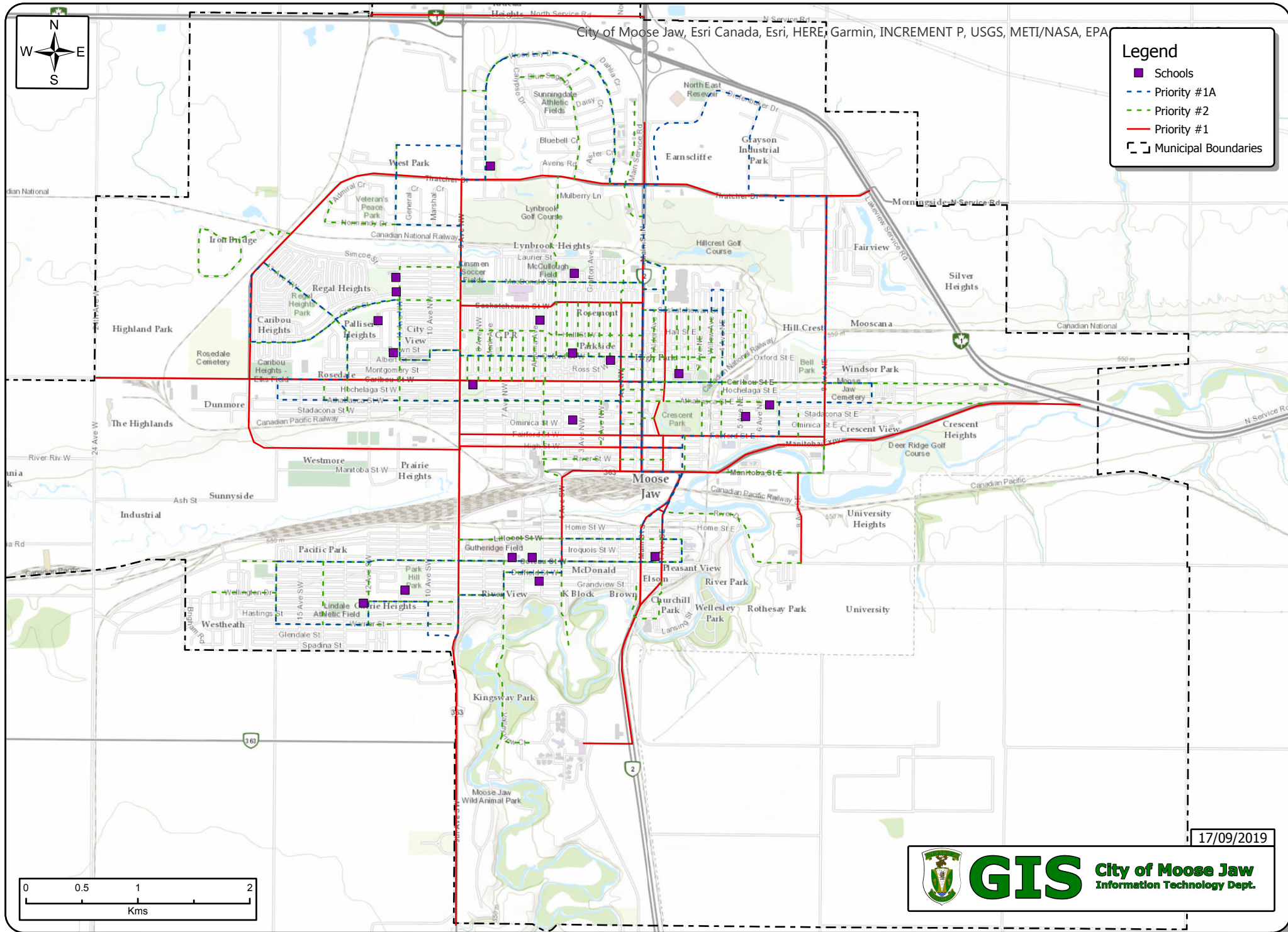




# City Snow Clear Map - Priority 4

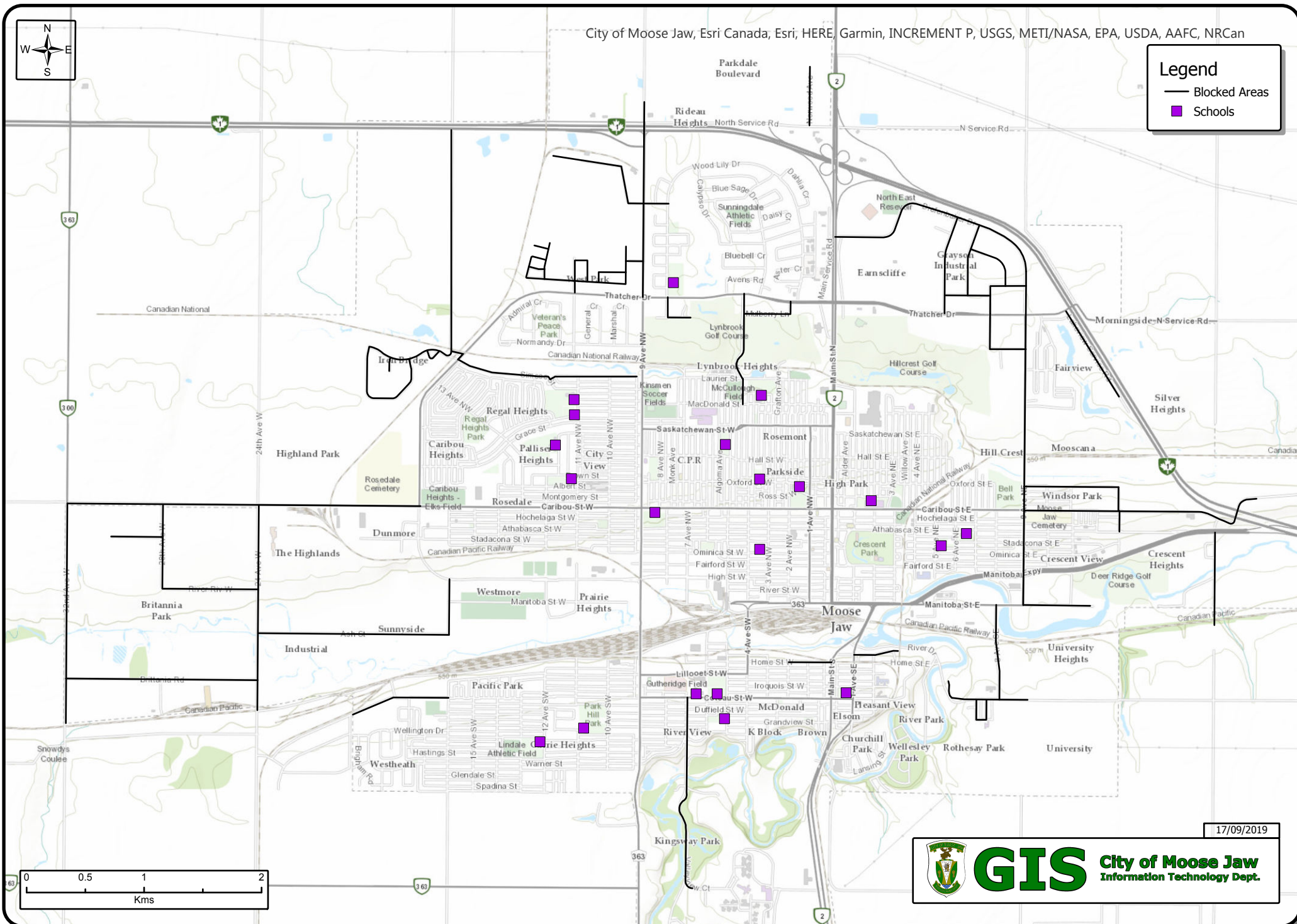


# City Sanding Routes



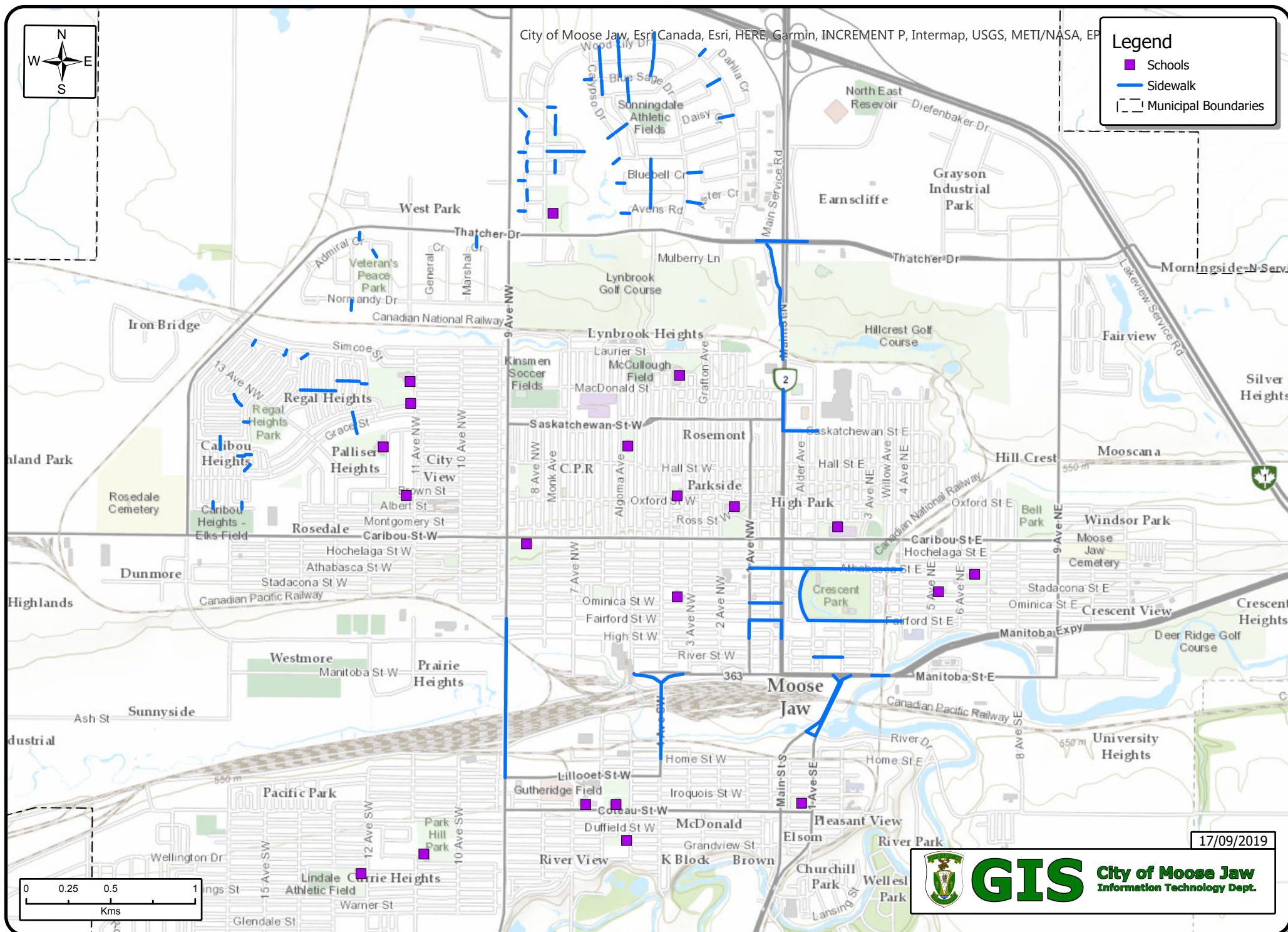


## Page 129 of 233



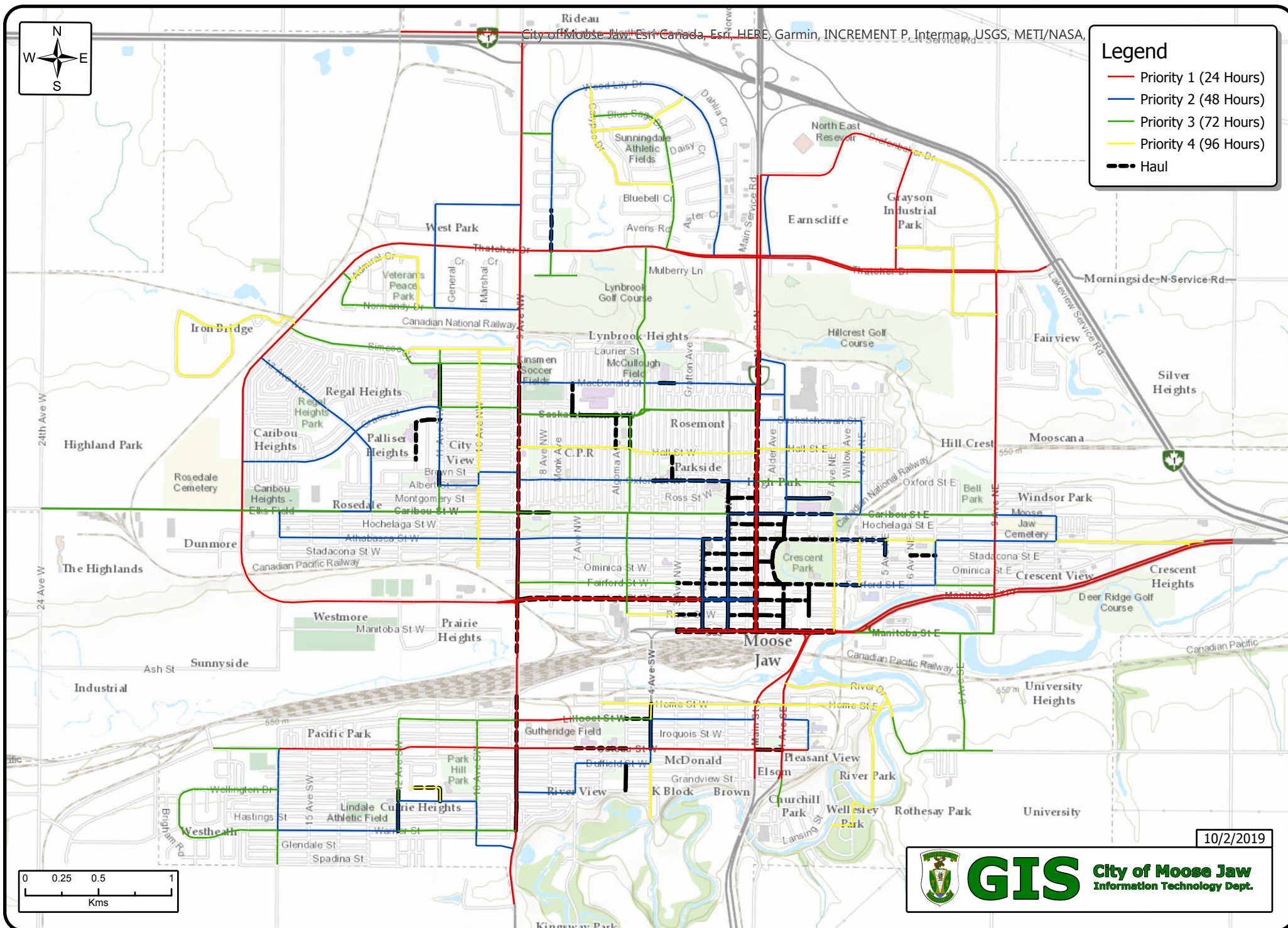


# City Snow Clearing - Sidewalks





# City Snow Clearing - Clear/Haul Priorities





# City of Moose Jaw

## LETTER OF COMMUNICATION

TITLE: Snow and Winter Maintenance Policy Update

TO: Executive Committee

FROM: Department of Engineering Services

DATE: November 21, 2018

PUBLIC: This is a Public Document.

IN-CAMERA: Not applicable to this document.

---

### RECOMMENDATION

THAT an increase in the winter maintenance budget of \$132,000 for staffing to allow for multiple shifts and completion of priority routes within 96 hours be referred to Budget Committee.

### JUSTIFICATION FOR IN-CAMERA

Not applicable to this report.

### TOPIC AND PURPOSE

The purpose of this report is to respond to Council's motion by providing an overview of winter maintenance practices and provide a recommendation for an enhanced service. The current policy and maps are Attachments i and ii.

### BACKGROUND

At the City Council meeting held July 9, 2018, City Council adopted the following motion:

*"THAT City Administration prepare a report providing options to implement an enhanced Winter Maintenance Policy; and*

*THAT options be based on research of best practices and industry standards; and*



THAT the Policy includes options and financial implications regarding, but not limited to:

1. Prioritization of roads, including a Priority Map;
2. Use of snow routes where necessary;
3. Environmental conditions and accumulations that trigger Winter Maintenance activities;
4. Snow plowing on Roads;
5. Snow plowing on sidewalks;
6. Snow plowing in alleys;
7. Ice control on roads;
8. Snow removal on roads;
9. Snow removal at schools;
10. Timelines for activity completion;
11. End conditions of activities;
12. Flood mitigation measures during melting periods."

A review of snow policies, practices and budgets across Saskatchewan was undertaken to establish best practice (Attachment iii). The cities included Regina, Saskatoon, Prince Albert, Yorkton, North Battleford and Weyburn. Several common themes emerged from this review:

- All cities, except for one, used a snow accumulation to trigger a response.
- All cities use a priority road system.
- 4 of the 6 cities have extended clearing activities (more than one shift).

The budget comparison for the other cities are as follow:

	Population (2016)	Snow Maintenance	Snow Maintenance per capita	Ice Control	Ice Control per capita	Total \$	Total \$ per capita
Moose Jaw	33,890	\$742,811	\$21.92	\$249,401	\$7.36	\$992,212	\$29.28
Weyburn	10,870	\$348,100	\$32.02	\$80,000	\$7.36	\$428,100	\$39.38
Yorkton*	16,343	\$471,017	\$28.82	\$106,265	\$6.50	\$577,282	\$35.32
North Battleford	14,315	\$284,700	\$19.89	\$130,000	\$9.08	\$414,700	\$28.97
Prince Albert**	35,926	\$1,110,000	\$30.90	\$0	\$0.00	\$1,110,000	\$30.90
Regina	215,106	\$6,191,300	\$28.78	\$2,300,000	\$10.69	\$8,491,300	\$39.47
Saskatoon	246,376	\$10,000,000	\$40.59	\$3,150,000	\$12.79	\$13,150,000	\$53.37

\* 2017 budget figures

\*\*Finance dept could not separate ice control

Snow operations are a function of lane kilometres to be cleared, amount of snow received, ability to store snow or requirements to haul, and the complexity and obstructions on the street. Winter maintenance is a response to weather, so it is highly variable. Every event is different, and every year is different. Budgeting should be based on long term averages.

## DISCUSSION

The current policy contains most of the elements required in a comprehensive winter maintenance policy. A review of the delivery of the policy identified that typically the focus has been on ice control, and, snow clearing and hauling operations on streets. The other aspects of the current policy have been completed on an as-needed basis.

There were also clauses in the policy that could create confusion. Hauling was not triggered until an accumulation of 10cm with a priority plow triggered at 5cm; this could create service issues in the haul areas (i.e. delayed plow downtown). There are also areas where a snow haul was routinely carried out for safety issues (i.e. 9<sup>th</sup> Ave. NW).

The largest issue identified in the policy review was the length of priority streets. Moose Jaw has a very high number of priority streets (urban). These were the Priority 1 and 1A roads. Operations is not able to achieve completion of Priority 1 and 1A within the first 3 days after a snowfall. The review of other cities' policies identified that Moose Jaw is now in the minority of cities in that we do not have a '24-hour' or multiple shift response. These two items, length of Priority streets and lack of '24-hour' response, lead to the focus of the changes and enhancement to winter maintenance.

A review of the Priority streets was undertaken, and the revised priority scheme is presented in Attachments iv and v.

The main recommendation is to move to a '24-hour' or multiple shift response. (Note at this time, it is estimated the operation would be conducted 21 hours/day). This will result in more road being completed in a shorter time immediately after an event. This would enhance the response time and clearing operations.

City	Length of Road km	km of Priority Roads Per Capita
	In First 24 Hours of Operations	
Regina	274	0.0013
Saskatoon	592	0.0024
North Battleford	25.85	0.0018
Weyburn	19.5	0.0018
Prince Albert	35.9	0.0010
Yorkton	62	0.0038
Moose Jaw (current)	48-95	.0014-.0028
<b>Proposed*</b>	<b>48</b>	<b>0.0014</b>

\* Note that under the current practice, it would be 3 days from the end of the snow event until the streets were complete. Under the proposed model, the Priority 1 streets would be complete within 1 day.

The cost to move to a multiple shift or '24-hour' response is estimated at about \$132,000/year. This would move 3 temporary staff to full time to ensure that the second shift could be staffed.

Contracted graders are used to assist the response to a snow event. The tender and contract will be updated to enhance the response timeline; contractors will be required to be available immediately after a snow event. The contract cost implications are not known.

Snow storage and hauling areas have been reviewed. Snow removal and hauling operations will commence 24 hours after clearing operations. Snow may be stored in some of these areas for 3 to 5 days as hauling operations are completed.

Further changes and enhancements to the policy include:

- Monitor and follow response trigger and priority routes;
- Utilize a response-based budget based on 5 snow events per year and routine maintenance;
- Develop a winter maintenance reserve policy, with max./min amounts and contribution/withdrawal (the current reserve balance is ~\$900,000).

Further improvements to communication with the public is recommended. Attached is a draft response graph and map that can be distributed to the public, to help clarify expectations and what will happen and when. Further feedback through consultation and surveys on the service would also be undertaken.

Training grader operators to support and enhance the response will take time. Therefore, the policy may not be fully implemented this year.

Two trained grader operators have recently left the City, leaving only 4. Losing a grader operator or a piece of equipment can have a significant impact on operations.

The proposed “24-hour” response is a new approach, the budget numbers presented are a best estimate. This response will need to be tested, measured and managed to verify costs (and modify if necessary). If adopted, the new policy will be communicated to the public.

#### OPTIONS TO RECOMMENDATION

1. That the increase in the winter maintenance budget of \$132,000 for staffing to allow for multiple shifts and completion of all Priority routes within 96 hours be implemented immediately.
2. That public consultation on the budget increase and enhanced snow response be undertaken and on the winter maintenance policy broadly.
3. That no changes are made to the policy and the level of service remains the same. Receive and file.
4. That the Priority routes and snow storage remain the same and a multiple shift response be added, and the policy be updated to reflect this.

PUBLIC AND/OR STAKEHOLDER INVOLVEMENT

Communication Department will implement a public consultation strategy upon approval.

COMMUNICATION PLAN

Communication Department will implement a public consultation strategy upon approval.

STRATEGIC PLAN

Not applicable to this report.

OFFICIAL COMMUNITY PLAN

Not applicable to this report.

BYLAW OR POLICY IMPLICATIONS

Not applicable to this report.

FINANCIAL IMPLICATIONS

If fully implemented, staffing enhancement to facilitate multiple shifts would require a budget increase of \$132,000.

PRIVACY IMPLICATIONS

Not applicable to this report.

OTHER CONSIDERATIONS/IMPLICATIONS

Not applicable to this report.

PUBLIC NOTICE

Not applicable to this report.

PRESENTATION

VERBAL: X

AUDIO/VISUAL:

NONE:

ATTACHMENTS

- i. Current policy
- ii. Current snow routes and maps
- iii. Comparison of cities winter maintenance policies
- iv. Proposed snow routes
- v. Proposed response graph

Respectfully Submitted By,

*Joshua Mickleborough*

---

Joshua Mickleborough, Director Engineering Services

JM/bh

APPROVAL OF REPORT RECEIVED

COMMENTS RECEIVED

*Jim Puffalt*

---

Jim Puffalt, City Manager

*Fraser Tolmie*

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Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

## **CITY OF MOOSE JAW**

**DATE:** February 7, 2013 **File No.** 1712-7  
**TO:** Budget Committee  
**FROM:** Engineering Department  
**SUBJECT:** Systematic Parking Ban during Snow Events

---

### **PURPOSE:**

The purpose of this report is to provide City Council with options in respect of Systematic Parking Bans during Snow Events.

### **BACKGROUND:**

At the regular meeting of City Council held on March 19, 2012, Councillor Luhning presented the following Notice of Motion:

*"THAT Administration be directed to provide a report to Executive Committee or Committee of the Whole to discuss the options of a systematic parking ban during snow events in order that City streets can be plowed with more efficiency."*

Be referred to the 2013 Operating Budget discussions.

Attached to this report, please find a copy of a report dated March 13, 2012 from the Engineering Department with background information regarding the above.

### **DISCUSSION:**

#### **Present Program:**

There are 217 km. of roadways within the City of Moose Jaw. For the purpose of snow operations, the roadways can be differentiated into 3 priorities: Priority #1 - Arterials - 39 km.; Priority #2 - Collectors (and Bus Routes) - 51 km.; and Priority #3 - Residential - 127 km.

The Winter Road Maintenance Manual (WRMM), adopted by City Council, provides guidelines to the Engineering Department for the overall snow operations. Attached to this report is a copy of the WRMM. The street plowing schedule for the City of Moose follows the following guidelines:

1. Priority #1 Streets completed within 3 days of commencing.
2. Priority #2 Streets completed within 4 ½ days of completion of Priority #1 completion.
3. Priority #3 Streets to be scheduled based upon an approximate rutting of 10 cm. (4").



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BUDGET COMMITTEE

Based on average snowfalls of 5 to 15 cm., snow plowing for priority streets are accomplished within the guidelines. In snow events of 15 to 30 cm., it will take a pro-rated extended schedule to complete operations.

Presently, the City of Moose Jaw posts temporary "No Parking" signs when snow operations are on the narrow streets in the city, (e.g., Clifton Avenue, Chestnut Avenue, and 6<sup>th</sup> Avenue NW). These narrow roadways are residential streets. On all other streets within the city during snow operations, city crews will maneuver around a parked vehicle. The metered areas downtown are cleared (i.e. plowed and snow removed) during a night shift.

#### Survey of Other Cities

In speaking with the cities of Saskatoon and Prince Albert, (Regina does not have a Snow Route Parking Ban), it was stated that their Snow Route Parking Ban for snow operations only applies to Priority streets and not residential streets. A Snow Route Parking Ban on streets during snow operations would require:

1. Permanently, posting of signs on both sides of the street restricting parking during snow operations.
2. Additional staff to enforce the non-compliance.
3. Towing must proceed with fines to be levied.
4. Media Release Updates (i.e. Website, radio, etc.)

In addition, a comprehensive communication plan would need to be developed and implemented to ensure the community understands the new "No Parking/Snow Route Program".

#### ALTERNATIVES:

1. Status quo operations.
2. Install permanent signage on the streets designated for snow plowing operations. An additional employee would be required for parking violations. Comprehensive media coverage would be required.
3. Post placards, on a daily basis, for Priority #1 and #2 streets scheduled for snow plowing operations. A letter would be submitted to the residents advising of the dates of the snow operation on their street. An additional crew of 8 employees would be required to place the placards, remove the placards and deliver letters to residents. Over the 7.5 days of plowing, placards would be posted and letters delivered 24/48 hours in advance. There would be no enforcement of "No Parking" for snow operations.

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February 7, 2013  
BUDGET COMMITTEE

In addition to the above labour component, placards and media coverage would be required.

ATTACHMENTS:

1. A copy of a report dated March 13, 2012 from the Engineering Department.
2. A copy of the Winter Road Maintenance Manual.

FINANCIAL IMPLICATIONS:

1. Status Quo.

The City to continue snow operations with no provisions for a Snow Route Parking Ban.

2. Implement a No Parking Ban on Priority #1 and #2 streets while snow operations are in effect.

The City of Moose Jaw would be required to install approximately One Thousand and Fifty (1,050) "No Parking" signs for Snow Operations on these city streets. The cost to install one typical sign is estimated at \$100.00. Therefore, the total installation would be approximately \$105,000.00.

It takes 7.5 days to complete a full plow on Priority #1 and #2 streets. No Parking restrictions would be required for this period of time and additional by law enforcement staff would be required to monitor parking non-compliance. The cost for the enforcement of the no parking would be an additional \$1,000.00 per snow event. A comprehensive media coverage is estimated at \$5,000.00.

3. Utilize placards/media coverage to accomplish a more efficient snow operation.

The City of Moose would be required to post placards on Priority #1 and #2 streets during snow plowing operations. It takes approximately 7.5 days to complete a full plow on Priority #1 and #2 streets. No Parking placards would be posted prior to snow operations. The additional staff required for this posting would be \$12,600.00 per snow event.

It is estimated that media coverage and purchasing of placards would be \$2,500.00.

SUMMARY:

To implement a more efficient snow plowing operation key requirements are required.

Installation of permanent signage, enforcement of a No Parking ban, and updates for media releases are crucial elements regarding establishment of a "No Parking/Snow Route Program".




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BUDGET COMMITTEE

The cost of permanent signage and enforcement may not offset the benefits of converting from temporary signage to permanent signage. The cost savings attributed to a No Parking restriction is estimated at \$12,500.00 per major snowfall.

RECOMMENDATION:


THAT the report dated February 7, 2013 from Engineering Department be received and filed.

Respectfully submitted,


  
Mahabub Zaman, M. Eng., P. Eng.  
A/Director of Engineering Services

DWG/bh

Encl.

  
Duane W. Grado, A.Sc.T.  
Public Works Manager

CITY MANAGER'S COMMENTS:

  
\_\_\_\_\_  
City Manager

MAYOR'S COMMENTS:

  
\_\_\_\_\_  
Mayor

## CITY OF MOOSE JAW

DATE: March 13, 2012 COMMUNICATION # 20  
 TO: Members of City Council File No. 1712-7  
 FROM: Engineering Department  
 SUBJECT: Background Information -- Notice of Motion  
 - Parking Ban During Snow Events

---

PURPOSE:

The purpose of this report is to provide City Council with background information in respect of Parking Bans during Snow Events.

BACKGROUND:

At the regular meeting of City Council held on March 5, 2012, Councillor Luhning presented the following Notice of Motion:

*"THAT Administration be directed to provide a report to Executive Committee or Committee of the Whole to discuss the options of a systematic parking ban during snow events in order that City streets can be plowed with more efficiency."*

DISCUSSION:**Present Program**

There are 216 km. of roadways within the City of Moose Jaw. For the purpose of snow operations the roadways can be differentiated into 3 priorities: Priority #1 Arterials 39 km., Priority #2 Collectors (and Bus Routes) 51 km., and Priority #3 Residential 126 km.

Presently, the City of Moose Jaw posts temporary "No Parking" signs when snow operations are on the narrow streets in the city (eg., Clifton Avenue, Chesnut Avenue, and 6<sup>th</sup> Avenue NW). On all other streets within the city during snow operations, city crews will maneuver around a parked vehicle. The metered areas downtown are cleared overnight.

**Survey of Other Cities**

A survey of five cities was conducted in Saskatchewan, Alberta and Manitoba relating to snow route parking bans. From the survey it was determined that in Saskatchewan, Saskatoon and Prince Albert have limited parking restrictions on their snow routes. The City of Regina does not

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COMMUNICATION # 20

During the survey it was noted that provisions must be made for the following items to make the parking ban a viable enforcement:

- 1) Permanently posting of signs on both sides of the street restricting parking during snow operations.
- 2) Additional staff to enforce the non-compliance.
- 3) Towing must proceed with fines to be levied.
- 4) Media Release Updates (i.e. Website, radio, etc.)

To establish a "snow route" will require permanent signage in which costs are not insignificant. In addition, a comprehensive communication plan would need to be developed and implemented to ensure the community understands the new "No Parking/Snow Route Program".

#### ATTACHMENTS:

1. A survey of five cities in Western Canada relating to Snow Route Parking Ban.

#### ALTERNATIVES:

- 1) Remain status quo.
- 2) Implement a No Parking ban on Priority #1 streets while snow operations are in effect.
- 3) Implement a No Parking ban on Priority #1 and #2 streets while snow operations are in effect.

#### FINANCIAL IMPLICATIONS:

- 1) Status Quo.

The city to continue snow operations with no provisions for a snow route parking ban.

- 2) Implement a No Parking ban on Priority #1 streets while snow operations are in effect.

The City of Moose would be required to install approximately 450 "No Parking" signs for snow operations on these city streets. The cost to install one typical sign is estimated at \$100. Therefore, the total installation would be approximately \$45,000.

It takes three days to complete a full plow on Priority #1 streets. No Parking restrictions would be required for this time period and additional staff would be required to monitor parking non-compliance.

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March 13, 2012  
COMMUNICATION # 20

- 3) Implement a No Parking ban on Priority #1 and #2 streets while snow operations are in effect.

The City of Moose would be required to install approximately 1050 "No Parking" signs for Snow Operations on these city streets. The cost to install one typical sign is estimated at \$100. Therefore, the total installation would be approximately \$105,000.

It takes 7.5 days to complete a full plow on Priority #1 and #2 streets. No Parking restrictions would be required for this period of time and additional staff would be required to monitor parking non-compliance.

SUMMARY:

A survey of three Saskatchewan cities along with Calgary and Winnipeg has illustrated various views on snow route parking restrictions. It was noted during survey discussions that key requirements are required in order to ascertain the policy of a No Parking Ban.

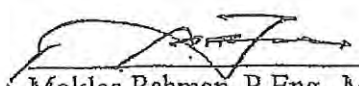
Installation of permanent signage, enforcement of a No Parking ban, and updates for media releases are crucial elements regarding establishment of a "No Parking/Snow Route" program.

The cost of permanent signage and enforcement do not offset the benefits of converting from temporary signage to permanent signage.

RECOMMENDATION:

THAT the report (Communication # 20) dated March 13, 2012 from Engineering Department be received and filed.

Respectfully submitted,

  
Mokles Rahman, P.Eng., MBA  
Director of Engineering Services

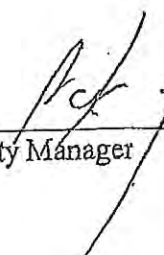
DWG/mh  
Encl.



Page 4  
March 13, 2012  
COMMUNICATION #20

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CITY MANAGER'S COMMENTS:

  
\_\_\_\_\_  
City Manager

MAYOR'S COMMENTS:

  
\_\_\_\_\_  
Mayor

E:\Mokles\Reports\Council Reports\2012\2012 Notice of Motion - Parking Ban During Snow Events.docx

## 2012 Snow Parking Ban Survey

City	Do you have a Snow Route Parking Ban Policy?	What is the policy?
City of Saskatoon	Yes	Snow maintenance performed on a priority basis (arterial/collectors, bus routes, etc.). Snow routes are within priority areas and are designated by permanent signage. Offenders are ticketed and towed from the area.
City of Regina	No	No Policy
City of Prince Albert	Yes	Snow maintenance performed on a priority basis (arterial/collectors, bus routes, etc.). Some arterial (priority) streets extend into residential areas. These areas have permanent signage delineating them as snow routes. Advance notice (48 hrs) of snow events provided via local media.
City of Calgary	Yes	Snow maintenance performed on a priority basis (arterial/collectors, bus routes, etc.). Snow routes delineated by permanent signage as well as on the City website. Notice of snowfall event provided by local media. Residents can use City parking facilities during snow plowing. Business areas are plowed between 9pm and 6am. Parking bans last for 72 hours or until City declares they have been lifted.
City of Winnipeg	Yes	Snow maintenance performed on a priority basis (arterial/collectors, bus routes, etc.). 2-3 times annually a residential parking ban is called. Residential areas are divided into snow zones which are plowed in 12 hr shifts. City announces when the residential snow zone schedule is available prior to snow clearing. Annual snow routes are permanently delineated by signage. Annual snow route parking ban is from Dec. 1 to March 1 each year (from 2am to 7am). Declared snow routes require additional plowing and prohibit parking from midnight to 7am. Snow emergencies as declared by the Mayor also prohibit parking on snow routes. The local media advises the public on expected snowfall events, snow zone scheduling and other snow management operations. Offenders parking in banned areas are ticketed and/or towed.

**NOTE:** Refer to attachments regarding Calgary and Winnipeg's Snow Route Parking Policies

# CITY OF MOOSE JAW

## CITY COUNCIL - ENQUIRIES

"Section 30 of the City of Moose Jaw's Procedure Bylaw, reads as follows:

"30(1) Under the Order of Business entitled 'Enquiries', members of City Council may:

- (a) ask questions of City Administration respecting the affairs of the City of Moose Jaw, provided that such questions may be answered directly, without research; or
  - (b) submit questions, in writing, respecting the affairs of the City of Moose Jaw.
- (2) All enquires submitted pursuant to subsection (1) shall be read by the member without debate, argument or unnecessary facts.
- (3) The City Manager shall promptly prepare, or cause the preparation of, an answer to all enquires submitted pursuant to clause (1) (b), which information shall be provided by the City Clerk to members of City Council."

Date: 5 March 2012

Nature of Enquiry: Parking Ban during Snow Events

That Administration be directed to provide  
a report to Executive Committee or Committee of  
the whole to discuss the options of a <sup>systematic</sup> parking ban  
during snow events in order that city street can  
be plowed with more efficiency. ~~That the~~  
~~City Council be directed to~~  
~~consider a parking ban during snow events~~

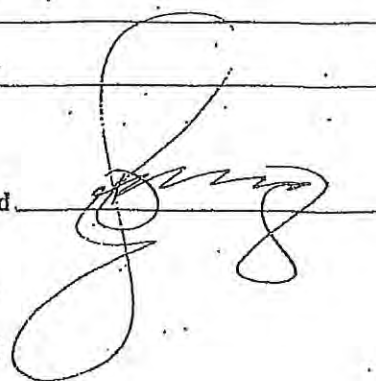
TO BE COMPLETED BY THE CITY CLERK

Enquiry No. ( )

Referred to \_\_\_\_\_ Department  
 for a reply to City Council.

CITY CLERK

Signed \_\_\_\_\_



**ENGINEERING DEPARTMENT**  
**PUBLIC WORKS BRANCH**  
**WINTER ROAD MAINTENANCE MANUAL**

**October 11, 2011**



## INDEX TO WINTER MAINTENANCE MANUAL

Section	1.	General Policy
	2.	Emergency Snow Plowing Plan (Includes Passable Plow)
	3.	Opening Blocked Streets
	4.	Street Plowing Priorities
	5.	Street Sanding Procedure
	6.	Snow Removal and Hauling
	7.	Back Lane Plowing
	8.	Sidewalk Snow Plowing
	9.	Sidewalk Sanding
	10.	Ice Control
	11.	Opening Catchbasins and Drains
	12.	Rutting
	13.	Parking Lane/Stall
	14.	Snow Storage
	15.	Bus Stops
	16.	Schools

## **1. GENERAL POLICY**

### **1.1 Responsibility**

The General Foreman of Engineering shall act as the overall co-ordinator of all winter maintenance operations and shall be responsible for the day to day operation and co-ordination of the roadways winter maintenance program.

### **1.2 Public Relations**

All complaints and enquiries will be handled by the Engineering Department personnel at 694-4448 during office hours and by the Fire Department for afterhours calls at 692-2794.

All complaints and enquiries shall be recorded as they are received on the appropriate forms.

Complaints of an emergency nature are to be transmitted immediately to the General Foreman of Engineering for investigation.

Complaints of a routine nature will be transmitted to appropriate field personnel for response. Records will identify outside personnel dealing with the complaint.

On a daily basis, the Engineering Department's Staff shall ensure that the news media, as well as the Ambulance Services, Police, Fire and Transit Departments are aware of intended road restrictions and closures for the following day.

On a daily basis, throughout the winter, the General Foreman of Engineering shall advise the Engineering Department Staff of any intended operations to be carried out in the evenings and/or during the weekends.

## **2. EMERGENCY SNOW PLOWING PLAN**

An Emergency Snow Plowing Plan will be in effect following one snowfall event exceeding approximately 15 centimeters.

All City winter equipment will be used for this operation in conjunction with other departments.

During the Emergency Snow Plowing Plan, a Passable Plow (no lifting of blades) on the Bus Routes will be implemented initially.

The operating personnel to be used for this plan will be from the Engineering Department. Both Streets & Roads Staff and Sewer & Water Staff will be

utilized. Engineering Staff in each Division will be trained in all aspects of the operation and reviewed each season.

During this operation, crews will be scheduled to 12 hour shifts until road conditions are deemed acceptable.

The co-ordination and contact for all City Personnel will be conducted by the General Foreman of Engineering.

### **3. OPENING BLOCKED STREETS**

Following a major storm, all blocked roadways shall be made passable prior to implementing the priority street plowing program.

If, following a major storm, insufficient personnel and equipment are available in the Public Works Division, personnel and equipment from other City Departments will be shifted to lend assistance. For storms of 15 centimetres or greater in snowfall or as may otherwise be directed by the Director of Engineering Services, rented equipment shall be engaged to supplement City Forces.

As required, the transfer of manpower and equipment between Departments shall be coordinated by the General Foreman of Engineering.

Following snow storms, emphasis for plowing operations shall be placed on ensuring that there are no blocked roadways in the City and that the major arterials within the City are returned to a smooth state as soon as possible after the storm. The requirement of plowing operations on residential roadways after a storm shall be co-ordinated by the General Foreman of Engineering.

### **4. STREET PLOWING PRIORITIES**

#### **4.1 Policy**

In order to provide a reasonable level of safety to motorists and the general public, snow plowing operations shall be implemented, as required, throughout the winter season.

Snow plowing operations shall follow the established priority street program unless otherwise directed by the Director of Engineering Services.

On an annual basis, prior to October 31<sup>st</sup>, streets included in each of the priorities shall be reassessed as to whether or not they should be noted in a higher priority classification. Emphasis shall be given to those areas of high vehicle traffic flow, main arterials, collector routes, emergency routes, and bus routes.

Upon completion of the street classification review, a map outlining the various priorities as well as lists outlining the same priorities which are broken down into individual roadway districts will be prepared.

#### 4.2 **Priority #1 Street Plowing**

The level of service for plowing Priority #1 streets will be based on 5 cm of total snow accumulation. The plowing will provide a partial bare pavement result and will be completed within 3 days of commencing.

Plowing on Priority #1 streets, following a storm, shall be done during the night shift as much as possible in order to minimize the problems associated with traffic and parked vehicles.

The high speed truck mounted plow shall be utilized to remove snow on rural type roads such as Thatcher Drive and the Manitoba Street Expressway.

Bus Routes will be plowed directly following the completion of Priority #1 Plowing.

Because of vehicle parking patterns within the City, certain Priority #2 streets may also be plowed during the night shift after a major storm. The remaining Priority #2 streets will be plowed during the day shift.

#### 4.3 **Priority #2 Street Plowing**

The level of service for plowing Priority #2 streets will be based on 5 cm of total snow accumulation. The plowing will provide a partial bare pavement result and will be completed within 4½ days following the completion of Priority #1 plowing.

In situations when it has been concluded that traffic flow has not been significantly hampered as a result of the effects of a storm or snow accumulation, plowing operations on certain or all streets in this priority classification may not be carried out. In most cases, the snow pack will be allowed to accumulate on the basis that vehicles can be operated on the hard snow pack surface.

When windrowing snow along roadways other than back lanes, the operators of graders equipped with snow-rid blades shall clear the front driveways along the roadway of the windrowed snow. The Department **shall not** be responsible for the clearing of minor amounts of snow (**20 centimetres**) left on the driveways as a result of the effort. We shall return to clear a front driveway which may have inadvertently been missed or where the grader which windrowed the roadways was not equipped with a snow-rid blade.



Following the street plowing operation after a storm, crews shall respond to justified public complaints and requests. During this final “clean up” phase of the operation, every attempt shall be made to restore acceptable sight lines at major intersections.

#### 4.4 **Priority #3 Street Plowing**

The level of service for plowing Priority #3 streets will be based on an approximate rutting condition of 10 centimetres (4”). The plowing will provide a relatively smooth driving surface.

Priority #3 streets include all streets that are neither Priority #1 nor #2 streets and includes most residential streets. Priority #3 streets may be plowed following completion of the Priority #1 and #2 streets. Blockages and safety concerns will be checked immediately.

In situations when it has been concluded that traffic flow has not been significantly hampered as a result of the effects of the storm, plowing operations on certain or all streets in this priority classification may not be carried out. In most cases, the snow pack will be allowed to accumulate on the basis that vehicles can be operated on the hard snow pack surface. The advent of warm weather in the Spring resulting in softening of the snow pack and subsequent difficulty in vehicle operations, may necessitate additional plowing to minimize the problem.

When windrowing snow along roadways other than back lanes, the operators of graders equipped with snow-rid blades shall clear the front driveways along the roadway of the windrowed snow. The Department shall not be responsible for the clearing of minor amounts of snow (20 centimetres) left on the driveways as a result of the effort. The Department shall return to clear a front driveway which may have inadvertently been missed or where the grader which windrowed the roadways was not equipped with a snow-rid blade.

Following the street plowing operation after a storm, crews shall respond to justified public complaints and requests. During this final “clean up” phase of the operation, every attempt shall be made to restore acceptable sight lines at major intersections.

## 5. **STREET SANDING PROGRAM IN CONJUNCTION WITH SNOW PLOWS**

Sanding priorities within each district shall be in accordance with the street classifications designated for snow plowing (priorities #1 and #2). Within these priority routes, emphasis shall be given to the following:

- I Bridges, Subways, Ramps and Street Inclines
- II Street Signalized Intersections
- III Bus Lanes
- IV Stop Signs
- V Turning Bays
- VI Railroad Crossings
- VII Street Construction Areas
- VIII Street Crosswalks

Ice control operations shall follow the designated priorities unless otherwise directed.

## 6. **SNOW REMOVAL AND HAUL**

Main St. North, 1<sup>st</sup> Ave. N.W., 1<sup>st</sup> Ave. N.E. and all metered areas shall be plowed and hauled concurrently with Priority #1 within 72 hours, at an accumulation of 10 cm.

Roadways adjacent to school entrances shall be plowed and hauled at an accumulation of 10 cm.

Due to limited storage space, an accumulated snowfall of 20 centimeters is used as a guideline to warrant snow removal and hauling. However, if in the opinion of the General Foreman of Engineering, the windrow on Priority #1 or #2 streets is encroaching into the driving lane, which causes a safety concern, this will be removed regardless of snow accumulation. This will commence as soon as possible, but at the very latest, it will commence once the Priority #1 and #2 streets have been plowed.

“No Parking” signs shall be posted along certain priority streets where necessary to ensure an efficient total snow removal operation. A twenty-four (24) hour notice period must pass before the signs become legal and enforceable. Moose Jaw Police Services are then temporarily deployed to enforce the bylaw by ticketing and towing offending vehicles at the initiation of the snow removal operation.

Priority #2 streets – under normal circumstances, snow removal will only be undertaken for reasons of safety, at the discretion of the General Foreman of Engineering.

In order to not unduly impede traffic flow and for the reason of safety, snow removal operations will generally be carried out on Priority #1 streets between the hours of 9:00 p.m. and 6:00 a.m. unless an emergency situation arises.

Loading and hauling will be undertaken at specific locations for various reasons. Periodic windrow removal shall be undertaken at schools and bus stops where safety considerations warrant, and at the discretion of the General Foreman of Engineering. Snow blowing and/or loading and hauling shall not be undertaken near schools between the hours of 8:00 a.m. and 9:00 a.m., 11:30 a.m. and 1:30 p.m., and 3:00 p.m. and 4:30 p.m.

Snow removal shall take place at principle intersections for reasons of safety as specified by the General Foreman of Engineering.

#### 6.1 **Snow Dump Sites**

Early each Fall, the General Foreman of Engineering shall confirm proposed snow dump sites with private owners and other City Departments.

Commercial haulers and the general public will only be allowed in those sites specifically designated for their use. Commercial haulers or members of the public found utilizing snow dump sites other than the ones specified may be subjected to a fine.

The General Foreman of Engineering shall ensure that the snow dump sites which are only to be used by City equipment are properly signed in this regard. Personnel observing an unlawful dumping by a commercial hauler shall gather information such as license number of the vehicle and the name of the organization the vehicle belongs to. This information shall then be forwarded to the Public Works Manager, for further action.

From time to time, the General Foreman of Engineering will dispatch applicable equipment to the snow dump sites in order to arrange the snow in such a manner that congestion of snow hauling vehicles does not occur.

The General Foreman of Engineering shall arrange to clear the snow dump sites of accumulated debris as soon as possible following the melt of the accumulated hauled snow in order to ensure that sites are returned to their original condition.



## **7. LANE PLOWING PROGRAM**

After major storms, all lanes are systematically plowed preceding waste collection schedules in order to minimize disruption to the active garbage pickup routes.

The requirements for lane plowing after minor snow events shall generally be determined by the General Foreman of Engineering.

## **8. SIDEWALK SNOW PLOWING PROGRAM**

City forces will be used to prevent or reduce hazardous sidewalk conditions on sidewalks adjacent to City-owned properties, bridges, subways and at accessible ramps at intersections in the downtown area in accordance with the Snow Bylaw. Public walkways shall be cleared in residential areas.

Sidewalk clearing operations shall be implemented in accordance with established policy immediately following all major storms.

After minor or localized snow storms, sidewalk clearing operations shall be implemented at the discretion of the General Foreman of Engineering.

The sidewalk plowing program shall be reviewed on an annual basis with revisions made as necessary.

## **9. SIDEWALK SANDING**

Ice control on sidewalks will be provided at accessible ramps and adjacent to City-owned properties.

The General Foreman of Engineering shall arrange for sidewalk sanding, as may be required.

Dry sand shall be used for sidewalks, unless a severe icing condition occurs at which time an alternate method may be considered, if necessary.

## **10. ICE CONTROL**

Sanding of streets shall be undertaken in order to ensure a reasonable level of safety to motorists and pedestrians as local conditions dictate.

Sanding operations shall be initiated by the General Foreman of Engineering and shall be continued at his/her discretion until a reasonable level of safety has been attained.



The General Foreman of Engineering shall prepare an ice control shift schedule which rotates the personnel on a seven day per week basis. This schedule shall be implemented as early in the Fall as conditions may dictate. Normally, the schedule shall provide for at least one sander unit per shift. The complement of sander units used during any given shift may be varied to meet the existing conditions. Although ice control operations shall be carried out as required throughout the winter season, special emphasis shall be made in providing protection to the public during the early Spring and Fall.

Lanes in the downtown core shall generally be sanded at street intersections. Sanding in back lanes shall only be done after an inspection confirms the need for services.

Materials for ice control operations shall be stockpiled at the Public Works Yard on High St. West. In regular roadway sanding operations, a treated mixture of 95% sand and 5% salt shall be used. This mixture will vary pending on weather conditions.

Lengths of areas to be sanded and/or salted are based on calculating stopping distance requirements assuming vehicles are equipped with highway tread tires, a sanded ice surface and a temperature of - 1 degree C (31 degrees F) as follows:

Posted Speed Limits (Velocity)	Length to be Sanded at Intersections
50 kph (30 mph)	60 m (200')
80 kph (50 mph)	240 m (800')

The above table shall apply to the sanding of priority #1 and #2 streets. In addition to the above, should the condition of a major arterial roadway be such that icing is extensive, the whole street shall be sanded.

Unless otherwise directed by the Public Works Manager, residential roadways (Priority #3) shall generally be sanded at street intersections for a length of 15 metres (50 feet) back from the intersection.

Water breaks and other emergencies shall be sanded in accordance with instructions issued by the General Foreman of Engineering.

Sander operators shall maintain accurate daily records of those areas sanded.

## **11. OPENING CATCHBASINS AND DRAINS**

The necessary procedures required to rectify drainage problems shall be implemented to ensure a reasonable level of protection to the general public and the properties within the City which may be subjected to drainage problems.

The General Foreman of Engineering shall be responsible for opening the top of catchbasins. Unless otherwise directed, the General Foreman of Engineering shall also be responsible for assessing the problems and prioritizing the implementation of the required procedures.

The utilization of pumps to assist in rectifying drainage problems through the City shall be on an emergency basis at the discretion of the Public Works Manager.

Accumulated snow and ice on catchbasins in the City shall be removed by manual and/or mechanical means in order to achieve better drainage. The opening of the catchbasins in the City shall be carried out in accordance with the priority street classification system. In order to minimize the risk of having to redo this work, this process shall normally not begin until after March 1<sup>st</sup>. During years of abnormally early Spring breakup, this process will be initiated prior to March 1<sup>st</sup>.

Where necessary, graders and/or other appropriate equipment which may be available will be used to trench the snow and ice along the curb in order to achieve better drainage to the catchbasins.

Steamers will be utilized to thaw open catchbasins in streets and lanes and shall be the responsibility of the General Foreman of Engineering.

## **12. RUTTING**

During the accumulation of snow and in particular in the advent of warmer temperatures, higher volume streets may obtain rutting.

Upon notification, City crews will investigate. In conditions where rutting exceeds 10 cm. (4"), City forces will plow streets. The 10 cm. (4") measurement will be used as a guideline only and City crews will investigate each problem area individually.

### **13. PARKING**

When practical, based on an average 50 foot lot, the City will plow 1 parking space to accommodate parking for property owners.

### **14. SNOW STORAGE**

City medians and boulevards, when practical, will be utilized to accommodate snow storage.

Snow storage on medians is not to exceed 3 feet in height and shall be located at a distance of 50 feet back of an intersection for traffic visibility purposes.

### **15. BUS STOPS**

The bus turn-in and passenger entrance adjacent to City Bus shelters/stops will be cleared as required. The monitoring of these areas will be coordinated between the Transit Manager and the General Foreman of Engineering.

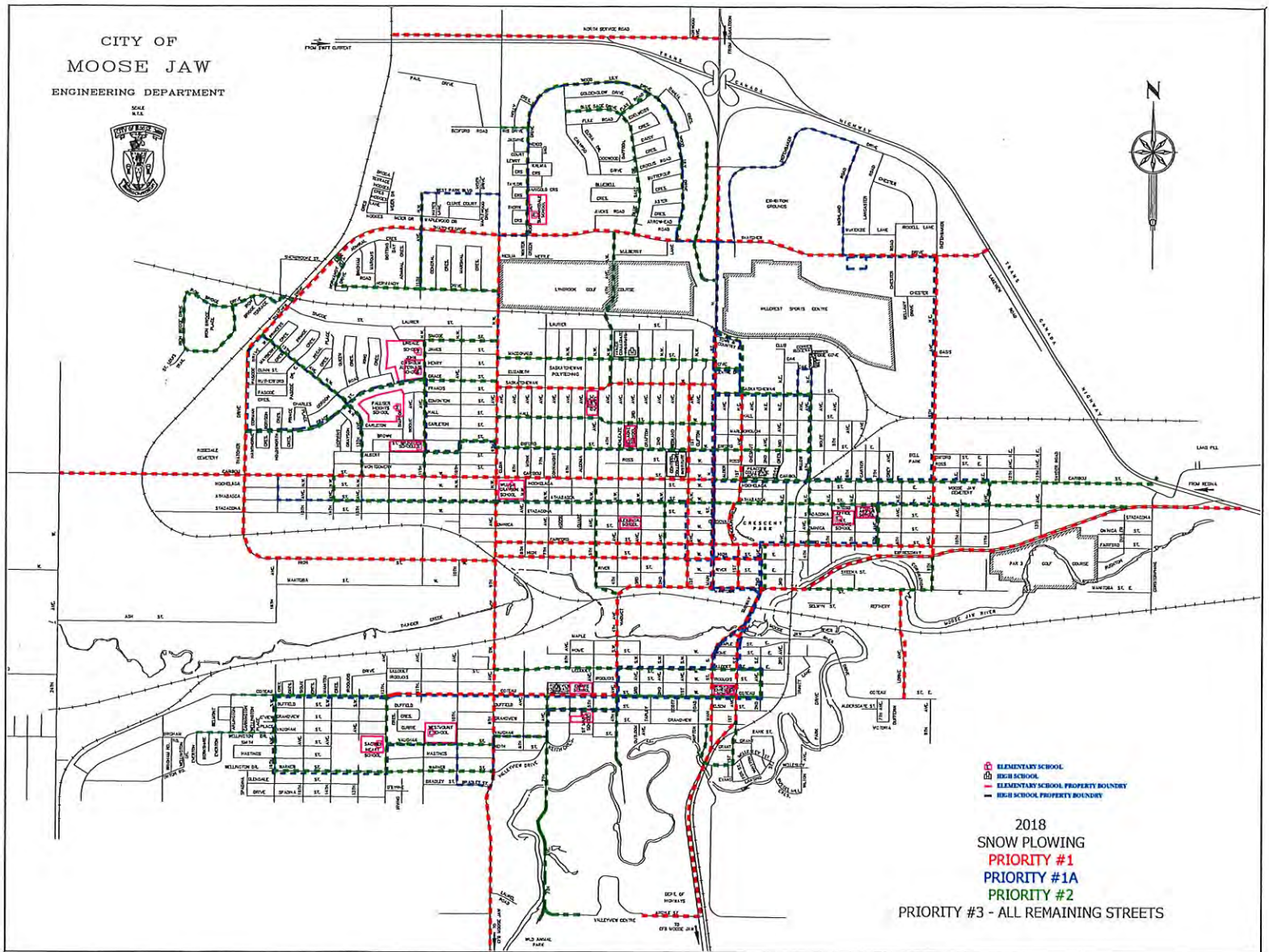
### **16. SCHOOLS**

All snow plowed windrows adjacent to elementary schools will be maintained at a height not to exceed 3 feet.

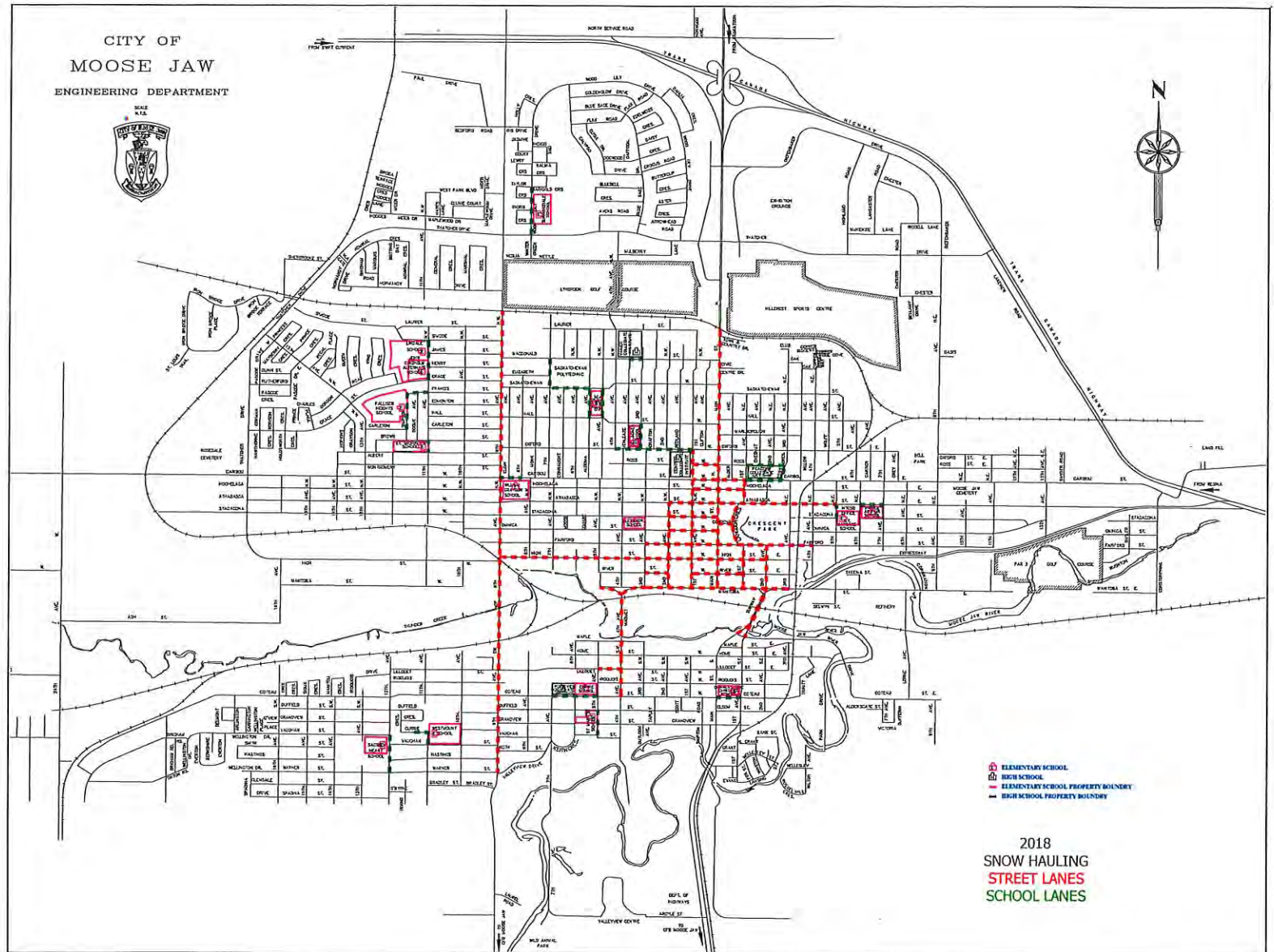
Windrows will be placed on the opposite side of the roadway of the schools or blown into school yards.

Roadways adjacent to all main pedestrian entrances to schools will be plowed and hauled at an accumulation of 10 cm. of snow.

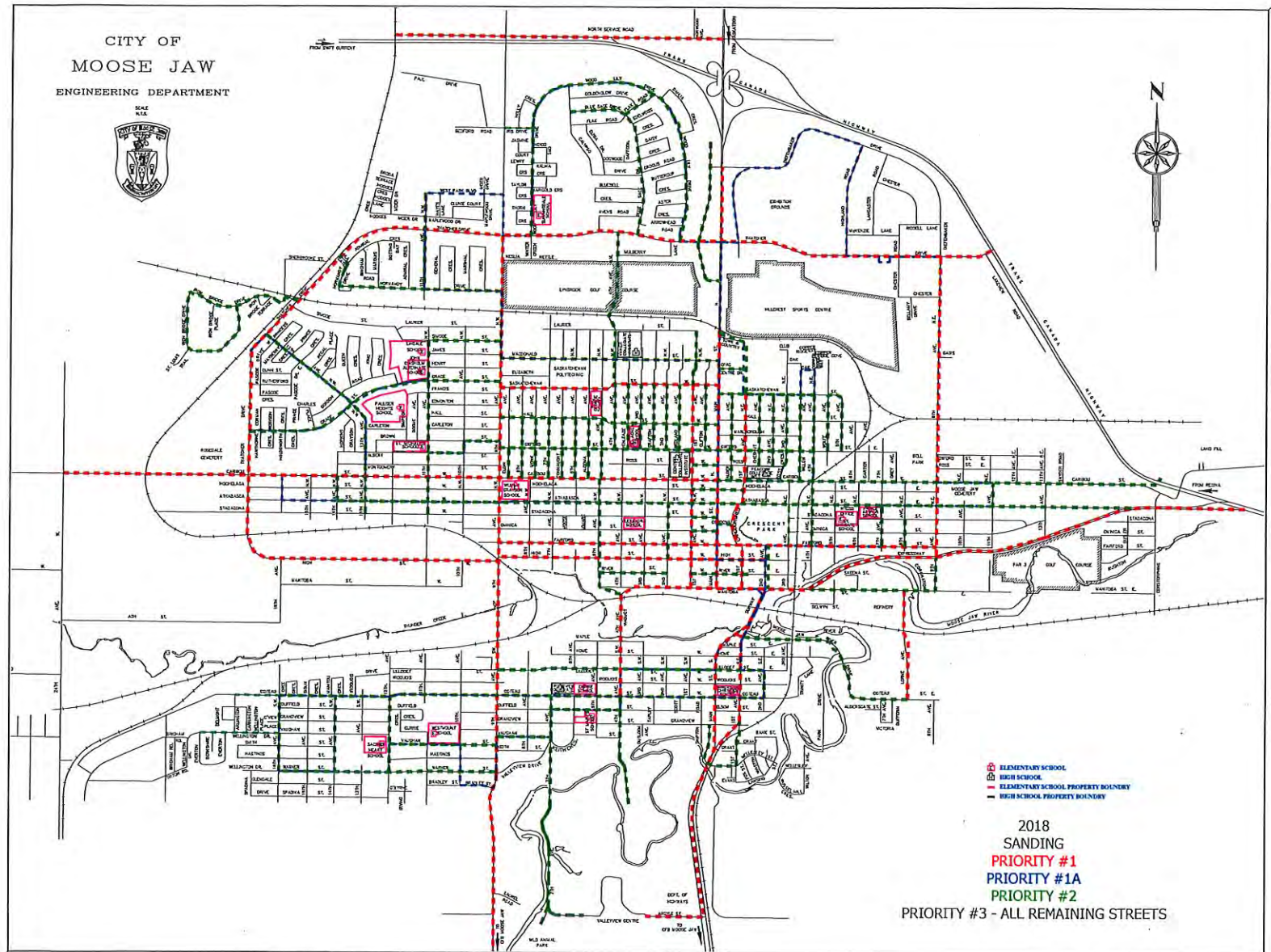




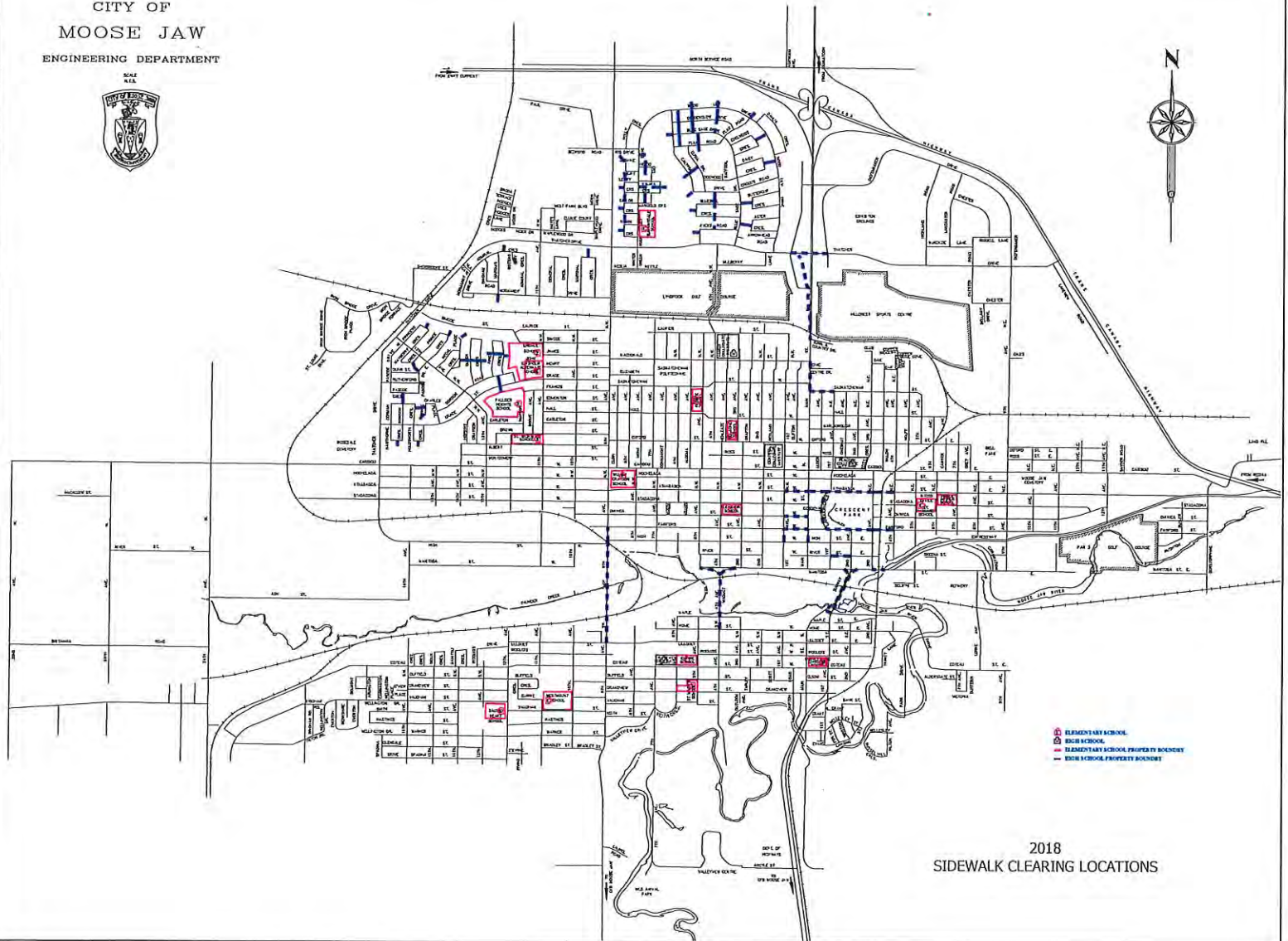
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ENGINEERING DEPARTMENT





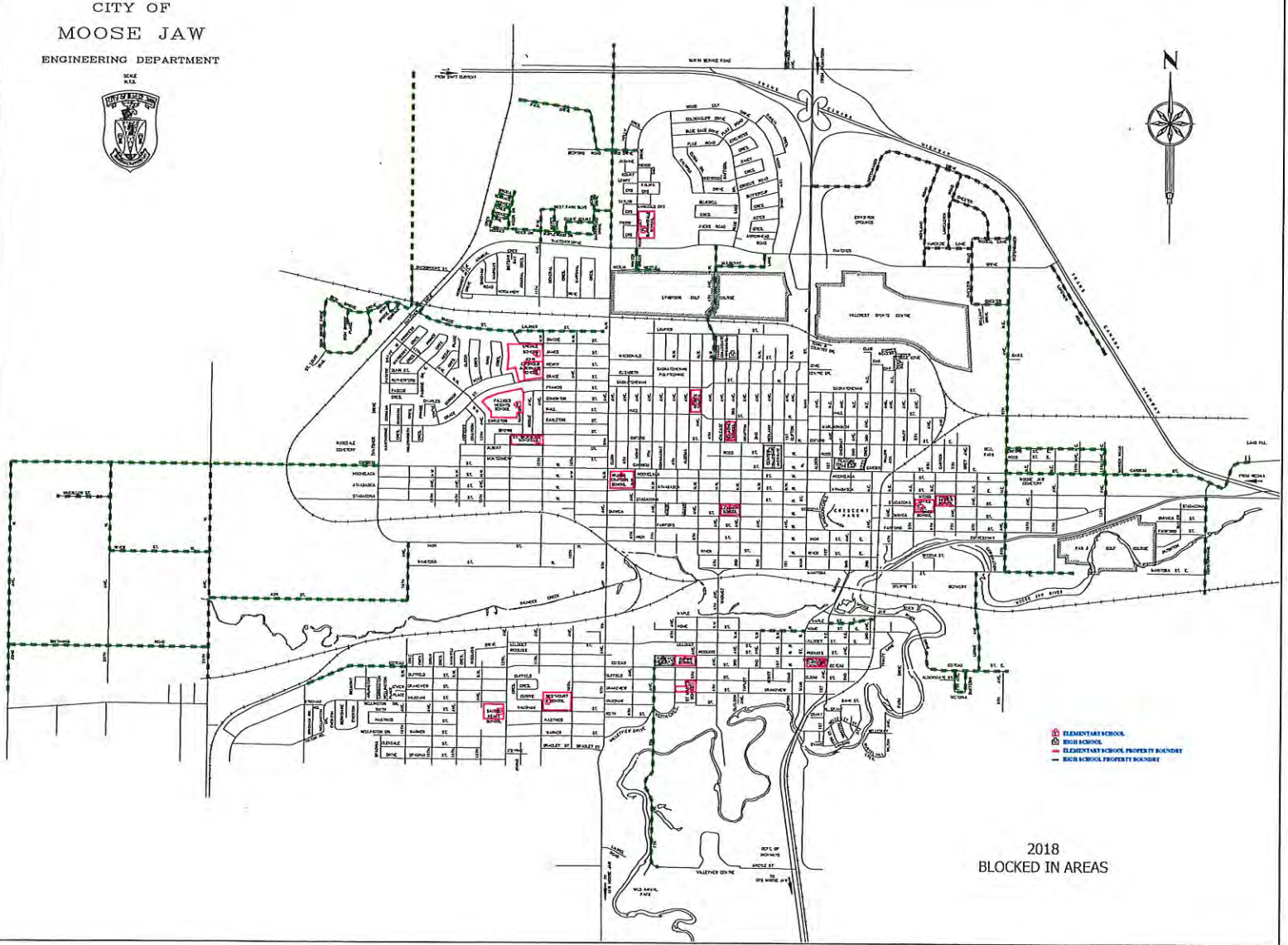


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ENGINEERING DEPARTMENT





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# SASKATCHEWAN CITIES SNOW MAINTENANCE POLICIES

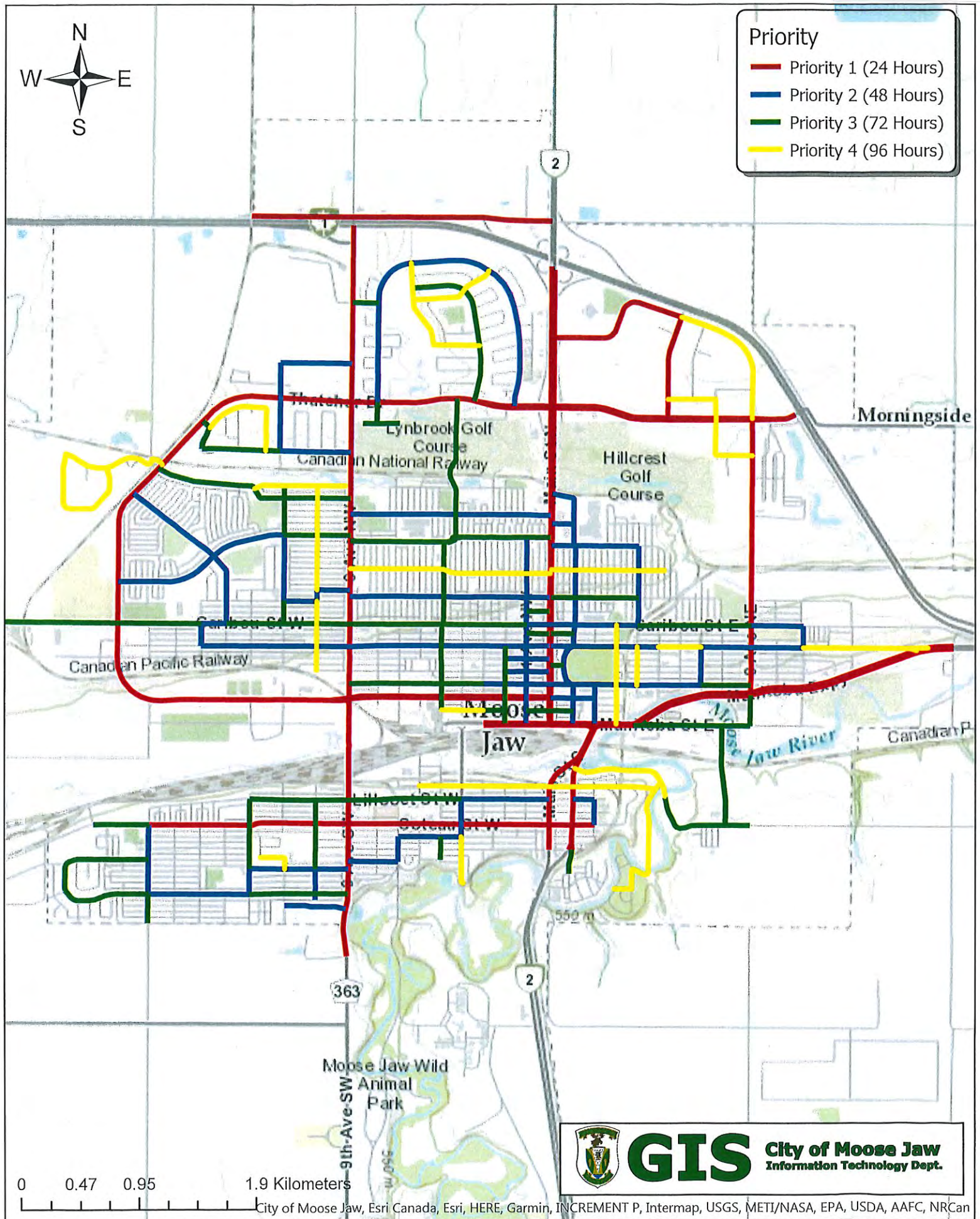
City	Policy	Equipment
Moose Jaw	5 cm = street plowing 15 cm - emergency plow and haul Done on priority street basis	3 x graders, 1 reserve grader 2 x loaders contracted equipment as warranted
Prince Albert	10 cm snowfall = parking ban Done on priority street basis Priority 1 streets - opened within 24 hours Priority 2 streets - opened within 48 hours Priority 3 streets - opened as warranted Priority 4 streets - passable plow if warranted Operates on one shift	3 x graders 4 x loaders contracted equipment as warranted
Weyburn	No specific trigger re: snowfall amount Done on priority street basis Priority Routes - cleared within 8 hours Secondary Routes - cleared within 18 hours Residential Routes - cleared within 60 hours City Centre - cleared at night after event cessation Airport, Recreation Venues, City Facilities - done according to resource availability; facilities may require the use of private contractors Sidewalks - sidewalk removal route cleared after event cessation Lanes - with exception of City Centre, no lanes are cleared Public notification via Everbridge Alert Notification System Snow clearing 18 - 20 hrs/day During storm event operations are limited to passable plows for emergency vehicles; if limited or zero visibility all snow maintenance operations cease	3 x graders 4 x loaders contracted equipment as warranted
Yorkton	5 cm of snowfall = priority plow Done on priority street basis First Priority (highways, arterials) - cleared within 36 hours Second Priority (collectors) - cleared within 72 hours Residential - triggered after 10 cm snowfall, cleared within 108 hours Lanes cleared after 150 mm (10 inches) snow accumulation Windrows less than 12 inches responsibility of homeowner Snow clearing 22 hours/day	2 x graders 4 x loaders 6 x tandems contracted equipment as warranted
North Battleford	Snow plowing after 4 - 8 inches snowfall Lanes plowed after 12 inches accumulation Done on priority street basis Priority 1 - cleared within 3 days Priority 2 - cleared within 7 days Priority 3 - cleared following Priority 1 & 2 streets Lanes cleared after 12 inches accumulation Windrows less than 12 inches responsibility of homeowner If a windrow covers more than 50% of sidewalk City will clear; if it covers less than 50% homeowner is responsible	
Saskatoon	5 cm of snowfall = priority plow Priority 1 (high traffic streets) - cleared within 12 hours Priority 2 (bus routes, busy streets) - cleared within 36 hours Priority 3 (main streets, schools, residential pathways) - cleared within 72 hours Residential grading after 15 cm accumulation Snow Route Parking bans in place during plowing	
Regina	5 cm of snowfall for P1 and 2, 10 cm for P3 and 4 Priority 1 - in 24 hours Priority 2 - in 36 hours Priority 3 - in 48 hours Priority 4,5,6 - in 60 hours Residential grading after 25 cm weather and time permitting Snow Route Parking bans in a pilot program	



# Snow Clearing Priority Routes

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Attachment iv







**Snow**

**Happens**

and when it does,  
here is what you can expect  
from the City of Moose Jaw...

Salt/Sand as required, based on condition

**SNOW**

**DAY 1 DAY 2 DAY 3 DAY 4 DAY 5 DAY 6 DAY 7**

Priority 1 Priority 2/ Priority 3 Priority 4

Bus

Snow  
Cleaning &  
Removal



**Snow Haul Days**



City-owned  
Sidewalks

City-owned  
Walkways

Removal within 48 hours

Cleared as required, following sidewalks





# City of Moose Jaw

## COMMUNICATION # CC-2019-0181

**TITLE:** Engineering Department Staffing – Construction Repair Crew

**TO:** City Council

**FROM:** Department of Engineering Services

**DATE:** September 19, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT the City transition six temporary staff – average of 45 weeks per year to permanent status and hire six new permanent staff positions. The net impact on the 2019 Water Works Budget is estimated at \$40,000 presuming a late year implementation.

### **TOPIC AND PURPOSE**

The purpose of this report is to present operational data and analysis. The report will also provide recommendations on resource levels required to address the challenges facing the City's infrastructure relevant to the City Council resolution of July 9, 2018.

### **BACKGROUND**

At the regular meeting of City Council on July 9, 2018, the following resolution was adopted:

*"THAT City Administration prepare a report analyzing the financial implications of developing a Water and Sewer Capital Construction Division to aid in the delivery of the long-term Capital Project WW-17 Water Main Replacement, to increase capacity to respond to water and sewer repairs such as water breaks and valve replacements; and*

*THAT the analysis includes options and financial implications regarding, but not limited to:*

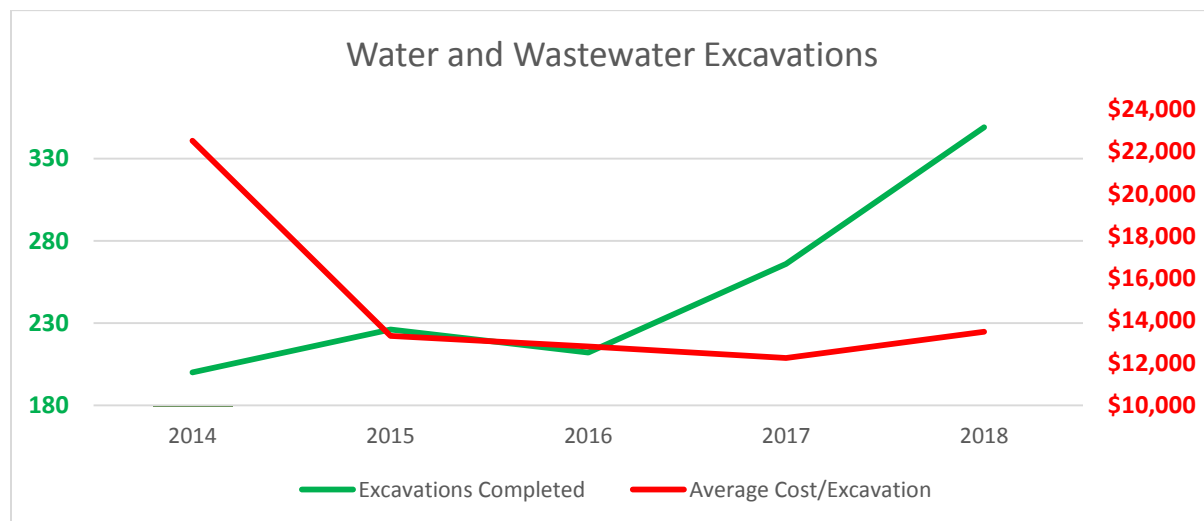
1. Internal Engineering Design and Project Management vs. Contracted Services;
2. Equipment Requirements;
3. Labour Requirements;
4. Cost Benefit Analysis – Renting Equipment vs. Purchasing Equipment
5. Potential Duties and Workload in Off-Season
6. Potential of Hiring Seasonal Employees vs. Permanent Employees;
7. Benefits/Challenges of Using Internal Resources;

8. *Unit Cost of Using Internal vs. External Resources;*
9. *Increased Capacity to Respond to Water Breaks"*

The Department of Engineering Services has been tracking data and conducting analysis of its operations for several years. This report presents this information including an examination of existing staffing levels and duties, scope of work activities/programs being performed or not performed, workload levels based on the condition of the City's infrastructure, operational efficiency, and cost of work activities.

This analysis highlighted an immediate operational challenge. Resource levels are not sufficient to address infrastructure failures and repairs in a timely manner, which results in a back log of repairs accumulating. Resources are required to address repairs in a timely manner and improve the level of service. As continued capital replacement of infrastructure addresses the overall number of failures, the additional resources requested (construction crew) could be transitioned to capital construction (i.e. water main replacement).

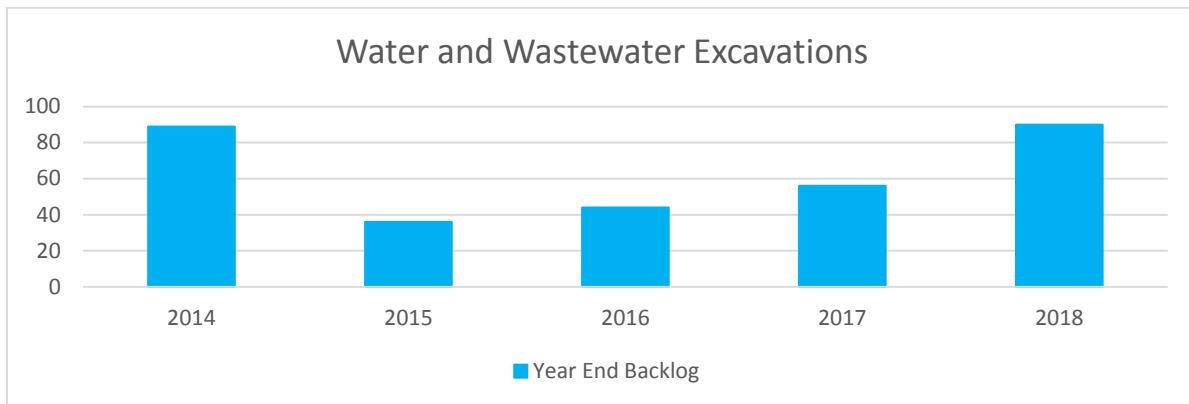
Best practice in any operation is to maximize efficiencies and control costs prior to seeking out additional resources and this has now largely been achieved. Operational repair crews have made significant strides in both responsiveness and performance thus increasing the volume of repairs made by 70% over a five-year span. Simultaneously, operational repair costs per excavation have decreased by 48% over the same time frame.



It should be noted that further preventative programs were initiated in 2017. Unfortunately, the Department of Engineering has only been able to complete less than 40% of these programs over the past two years. While staff are directly involved in repair activities to keep the infrastructure functioning, there are not enough resources to complete preventative maintenance. This is a critical function in preserving and extending the useful life of our existing and new infrastructure.

\*Excavations are repair/replacement of hydrants, valves, water mains, service connections, collapsed sanitary & storm pipe, catch basins, lead lines, etc.

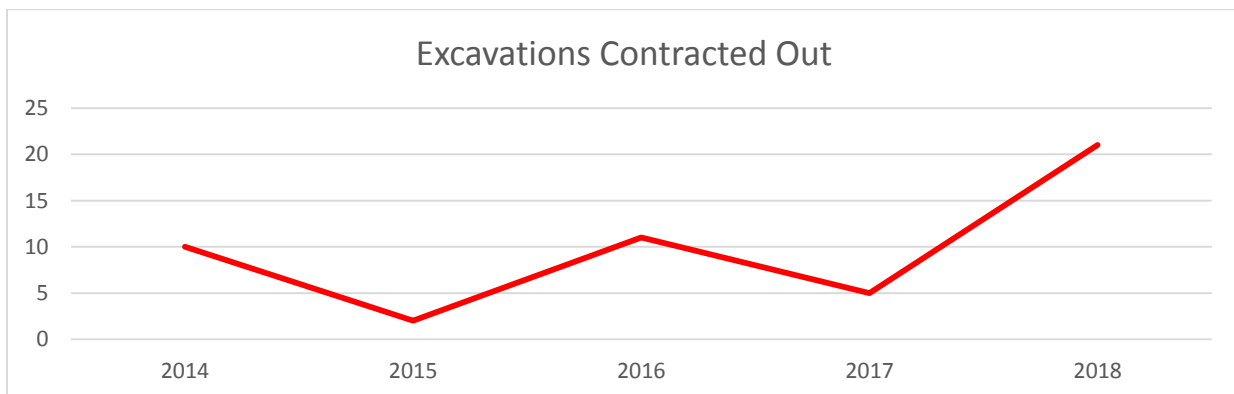
Aging linear assets have shown a steady increase in failure rates, more sharply in the last three years. It is anticipated that the repair trend will peak in approximately five years.



Despite the rapid and significant increase in the volume of repairs completed, the backlog of repairs has grown (4) four straight years to a new high. This backlog negatively affects customers and increases risks due to failed components in our distribution and collection systems, most notable in the area of fire protection.

Public requests for service have increased 25% over the 3-year average and the amount of capital infrastructure renewal has increased significantly (almost doubling year over year). While this means a higher level of service for customers, it also increases pressure on crews, technical staff, and administrative assistants.

The City has engaged contractors to a varying degree over the years to assist in repair activities:



There are barriers to this practice. Sourcing contractors to perform smaller, one-off repairs with the proper training and regulatory compliance is challenging. Ultimately, the City of Moose Jaw is responsible for the quality control of its distribution system and there is a direct cost implication in using contractors of an additional \$4,000 - \$10,000 per excavation.

This report will address the request for additional staff that would consist of a construction crew which would be responsible to respond to watermain breaks and address infrastructure repairs, as well as, an Executive Assistant to support this new crew and the in-house Engineering Design team. The additional resources would help address the



backlog of outstanding repairs (approximately 125) that have accumulated. These repairs include service connections, hydrant repairs and valve repairs. This current backlog wait list is approximately six to eight months.

## **DISCUSSION**

The Water and Wastewater Utility has insufficient resources to be able to address infrastructure repairs. The back log of uncompleted repairs is increasing. Current estimates are that it may be another (5) five years before Capital Investment and Preventative Maintenance (assuming annual completion of programs) will result in reduced infrastructure failures and repairs.

The Department is requesting (6) six new permanent staff plus the transition of (6) six temporary staff to permanent staff to deliver the operational programs (repairs and preventative maintenance). Completion of these programs is essential to reducing long term operating costs while simultaneously providing the benefit of increasing the lifespan of the infrastructure resulting in decreased capital investment.

In order to complete the required workload, both repairs and preventative maintenance, the City needs (2) two full-time functioning repair/construction crews and (2) two full-time hydro-vac trucks with qualified operators.

Staff request break down:

- (4) four temporary staff on the water area moving to permanent status (most currently working 50 weeks per year) plus (3) three new permanent staff would enable (2) two full repair/construction crews on a full-time year-round basis.
- (2) two requested permanent staff members would be to work on the valve, hydrant and uni-directional flushing preventative maintenance programs as skilled labourer positions.
- An Executive Assistant permanent position is requested to address and coordinate enhanced customer service, provide administrative support to capital projects, capital design team and provide confidential administrative support to the Department.
- (2) two of the temporary staff requested to move to permanent staff are from the Wastewater area. This would be contingent on two items:
  - The approval and purchase of a second hydro-vac.
  - Council finalizing their motion on discontinuance of the residential sewer block program currently awaiting bylaw revision.

Hydro-vac requirements for daylighting utilities have increased over the last few years as regulatory policy has changed from Provincial Utilities. The steady increase in the number of excavations is necessitating increased hydro-vac demand. In addition, the City has no redundancy when its single unit fails. Flushing trucks can be difficult to come by to clear sewer main blocks and the City has had to borrow a hydro-vac truck from another municipality in the recent past. Finally, the introduction of the Flush and Drag Preventative Maintenance Program requires a hydro-vac full-time for eight months each



year in order to successfully complete the maintenance on the City pipe network. The City has contracted additional hydro-vac units for all activities over the last (3) three years at a total cost of \$773,941.

A concept that received initial approval to study further in the 2019 Budget was to fund these additional resources through the creation of a new line of business being an in-house Design team. It is estimated that in the 1<sup>st</sup> year the Design Team would save an estimated \$500,000 in consulting fees. In comparison, an in-house Design Team, which has been created through the 2019 Budget can complete this engineering for \$395,000.

The Department of Engineering is requesting an increase in staffing in order to manage the workload that currently exists in the City. The estimated annual cost to transition the (6) six temporary staff to permanent status and hire (6) six new permanent staff positions is \$597,000. This cost can be offset and addressed by:

- The \$100,000 in direct costs saved from owning a 2<sup>nd</sup> Hydro-Vak unit; and,
- The \$ 500,000 in direct costs saved from removing the need to hire External Consultants to complete cast-iron design by having the In-House Design Team already in the Budget complete this work.

There will be an increase in funding for the 2019 Budget of approximately \$ 40,000 for start-up and labour costs.

#### Equipment Reserve

Vactor

Truck

\$500,000

To be funded from Eng control Acct

This option provides the best value to the City. Preventative maintenance programs would be able to be addressed through this option. It would also allow for one construction crew to transition to capital replacement in approximately (5) five years as repairs decrease. There are numerous other benefits to this model that are listed below.

- Improved customer service through timely repair of infrastructure failures.
- Reduction of insurance risk with respect to private property damage (fire coverage, sanitary back ups, etc.) through elimination of repair backlog.
- Completion of preventative maintenance programs leading to reduced customer disruptions and lower long-term operating and capital costs.
- More resilient staffing model to respond to emergencies (quantity and cross training).
- Reduced cost of repairs.
- City crew with intimate knowledge of City infrastructure able to transition into more Capital program delivery.
- Two hydro-vac units with flushing capability allows for reliable emergency response on sanitary linear assets.
- Reduction of staff fatigue and burnout due to high number of after hour call outs.

- Transition from reactive maintenance to planned, proactive maintenance.

### **OPTIONS TO RECOMMENDATION**

- 1) THAT the City engage contractors for a period of approximately (5) five years at an annual cost of \$712,000. (no preventative maintenance or Capital replacement)
- 2) THAT the City hire (3) three more temporary staff to fill in for construction crew shortages at an annual cost of \$549,000. (limited preventative maintenance)

### **FINANCIAL IMPLICATIONS**

At this time, the construction crew will be undertaking repairs and could not be directly allocated to Capital. It is anticipated that there will be an over-all cost savings in Year Two. As the construction crew transition to Capital replacement, the costs would be allocated direct to Capital.

### **PRESENTATION**

VERBAL: Administration from the Department of Engineering Services will be in attendance to provide a verbal overview of the report.

### **REPORT APPROVAL**

Written by: Darrin Stephanson, Manager of Utilities  
 Reviewed by: Josh Mickleborough, Director of Engineering Services  
 Tracy Wittke, Assistant City Clerk  
 Myron Gulka-Tiechko, City Clerk/Solicitor

Approved by: Jim Puffalt, City Manager

### *City Manager Comments*

*The creation of the in-house Design Team to complete engineering for the Cast Iron Program, a new line of business, would enable the City to create the Construction Crews at minimal cost to address this backlog of repairs required as well as being able to transition to a Construction Crew in the future.*

*It is important to note that for the foreseeable future that the City would use both internal forces as well as Contractors to continue the Repair Program and the Cast Iron Program.*

*Other items that will be considered if approved include:*

- *Re-purposing 2 surplus city buses to construction crew buses that would include supplies, inventory, warm-up and break area to enable crews to stay on site during construction, increasing productivity and reducing downtime.*

*Finally, the City will operate as much as possible as private contractors recognizing our labour obligation and other benefits. The city can be competitive with contracted prices is that there is no profit on top of overhead allocated, the City does not pay any*

*corporate income tax nor is required to make a profit as our intent is to break even and complete more work for the same budget.*

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_

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**Report Approval Details**

Document Title:	Engineering Department Staffing - Construction Repair Crew - CC-2019-0181.docx
Attachments:	
Final Approval Date:	Oct 8, 2019

This report and all of its attachments were approved and signed as outlined below:

**No Signature - Task assigned to Josh Mickleborough was completed by workflow administrator Maureen Latta**

Josh Mickleborough



Tracy Wittke



Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by workflow administrator Maureen Latta**

Fraser Tolmie



# City of Moose Jaw

## COMMUNICATION # CC-2019-0189

**TITLE:** Strategic Plan

**TO:** City Council

**FROM:** City Manager

**DATE:** October 3, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT Communication #CC-2019-0189, dated October 3, 2019, from the City Manager be received and filed.

### **TOPIC AND PURPOSE**

The purpose of this report is to provide an update to City Council and the community regarding the strategic objectives established from the June 2018 Strategic Planning Session.

### **BACKGROUND**

In June 2018, Council and the Strategic Leadership Team held a Strategic Planning session with Doug Griffiths, author of "13 Ways to Kill your Community". The purpose of the session was to identify new opportunities, actions and tactics in order to successfully advance the community into the future. The session ended with "Everything is about to Change", which requires new ways of implementing policies and practices in order to be effective in an environment of rapid and dramatic change.

The City of Moose Jaw has moved away from a traditional vision and mission statement as every community wants to be a progressive and sustainable community of choice and a wonderful, friendly place to work live and raise a family. We can move the community forward and recognize diverse opinions if we make decisions for the good of the community while following our values.

The most powerful statement is that we will be a community that is built upon our values, which are:

- We will walk the talk by living what you want to see in our community.
- We will have the courage to try new things, and not be afraid action could lead to failure.
- We will be customer-focused in our deliberations and actions.
  - Responsive to citizen needs.
  - Solution focused.
  - Start with 'YES' in serving the community.
- We will not be afraid of being challenged by the public, or to challenge the community.
- We will always start with open, honest, and frank conversations with our stakeholders.
- We will clearly define what we do and do it well. We will not do what we don't do well.
- We will be forward thinking and innovative in identifying problems and finding solutions.
- In any meetings, public or private, we will leave our negativity and our egos at the door.
- We will recognize that disagreement can be communicated without being disagreeable, angry, or disrespectful.
- We will not betray the trust that exists when we are together, or the trust instilled to us by the public we serve.
- We agree the past will remain in the past, unless it is something to be celebrated and appreciated.
- We operate as one family and one community with the goal of making the community better and preparing it for the future.

The attached Strategic Plan overview provides an update to Council and the community on what was discussed, our strategic objectives and progress achieved towards the strategic objectives established by Council.

## **DISCUSSION**

A second Strategic Planning Session has been established for Council and the Strategic Leadership Team of the City on November 6, 2019 to update, revise and fine tune our objectives going forward.

## **PRESENTATION**

VERBAL: Mr. Jim Puffalt, City Manager, will be in attendance at the meeting to present the report.

## **ATTACHMENTS**

- i. City of Moose Jaw Strategic Plan overview.

## **REPORT APPROVAL**

Written by: Jim Puffalt, City Manager  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_





**Report Approval Details**

Document Title:	Strategic Plan - CC-2019-0189.docx
Attachments:	- 2019 Strategic Plan.pdf
Final Approval Date:	Oct 8, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt

**No Signature - Task assigned to Fraser Tolmie was completed by workflow administrator Maureen Latta**

Fraser Tolmie

# CITY OF MOOSE JAW STRATEGIC PLAN 2019

## VISION

*We are a Community Built on Values*

## MISSION

*Share our Story*

## VALUES

These values guide behavior and decision making as well as an overt commitment to each other and the community we serve.

- We will walk the talk by living what you want to see in our community.
- We will have the courage to try new things, and not be afraid action could lead to failure.
- We will be customer-focused in our deliberations and actions.
  - Responsive to citizen needs.
  - Solution focused.
  - Start with 'YES' in serving the community.
- We will not be afraid of being challenged by the public, or to challenge the community.
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- We will not betray the trust that exists when we are together, or the trust instilled to us by the public we serve.
- We agree the past will remain in the past, unless it is something to be celebrated and appreciated.
- We operate as one family and one community with the goal of making the community better and preparing it for the future.

## **OBJECTIVES & ACTION**

### **Transportation and Infrastructure**

- Ridesharing – Bylaw in place.
- Transit System – Review of system in process.

### **Regional Collaboration**

- Moose Jaw/Regina Corridor.
- Meeting with RM of Moose Jaw.

### **People and Culture**

- Wild Animal Park – renamed to tatawâw park.
- Meet with Elders and First Nations in Moose Jaw.
- Calls for Action.

### **Entrepreneurial Civic Administration**

- Core services review in process.
- Reduce red tape.
- Internal Economic Development Super Committee.
- Updated Information Technology systems. eSCRIBE implemented, Request for Service App – internal testing – November 2019; Payroll implemented January 1, 2020; new website.
- Communications and marketing.
- In-house Engineering.

### **Agriculture, Diversification and Innovation**

- Southeast Industrial Park Concept Plan created.
- SaskPower attracted.
- Carpere sale in process.

### **Core Amenities and Services**

- Benches/Banners/Downtown cleanliness.
- Assist Downtown Business Association to organize.
- River Street Discussion – initialized.

### **Branding – Moose Jaw Story**

- Finalized “Canada's Most Notorious City” branding.
- Support community and groups to lead branding initiative and implementation.



# City of Moose Jaw

## COMMUNICATION # CC-2019-0184

**TITLE:** SUMA President's Update and 2020 Call for Resolutions

**TO:** City Council

**FROM:** City Clerk/Solicitor's Department

**DATE:** September 26, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT report #CC-2019-0184 dated September 26, 2019 from the City Clerk/Solicitor's Department be received and filed.

### **TOPIC AND PURPOSE**

The purpose of this report is to provide City Council with the Saskatchewan Urban Municipalities Association (SUMA) President's Update and to advise City Council of the potential to submit resolutions to SUMA for consideration at the upcoming 2020 Annual Convention to be held February 2-5, 2020 in Regina.

### **BACKGROUND**

The vision of the Saskatchewan Urban Municipalities Association is to be the collective voice for all Saskatchewan communities. SUMA represents the interests of its members to provincial and federal governments leading to improved local government and sustainable communities. The President's Update (Attachment i) provides Notes from the September Board Meeting, including information on the 2020 Convention, SUMA Board-sponsored resolutions to be brought forward at the Convention, and SUMA's Call for Resolutions.

Individual municipalities can utilize the submission of resolutions to SUMA's Annual Convention as a tool to highlight issues that require action by provincial or federal governments or other agencies. Resolutions submitted by SUMA members must both explain the issue and advocate a potential solution, with a view to gaining the support of a majority of Saskatchewan's urban municipalities represented at the Annual Convention. The SUMA Call for Resolutions information sheet (Attachment ii) outlines the procedures for submitting potential resolutions.

**DISCUSSION**

Should there be suggestions for resolution submissions, individual Council members are requested to direct these to the City Clerk/Solicitor by Tuesday, October 8, 2019. This would provide an opportunity to gather any additional background information required and enable the presentation of potential submissions for Council's consideration at the City Council meeting on Monday, October 28, 2019.

The deadline for urban municipalities to forward resolutions to SUMA is Friday, November 1, 2019. SUMA then compiles all potential resolutions received, along with other agenda items, for distribution to SUMA delegates prior to December 31, 2019.

**OPTIONS TO RECOMMENDATION**

There are no alternative recommendations.

**OTHER CONSIDERATIONS/IMPLICATIONS**

There is no policy, financial, or privacy implications, official community plan implementation strategies or other considerations.

**PUBLIC NOTICE**

Public Notice pursuant to the Public Notice Policy is not required.

**PRESENTATION**

VERBAL: The City Clerk/Solicitor's Department will be in attendance to provide a brief overview and to answer any questions.

**ATTACHMENTS**

- i. SUMA President's Update, dated September 25, 2019
- ii. Call for Resolutions – 115<sup>th</sup> Annual SUMA Convention

**REPORT APPROVAL**

Written by: Maureen Latta, Council Support Clerk  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Myron Gulka-Tiechko, City Clerk/Solicitor  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

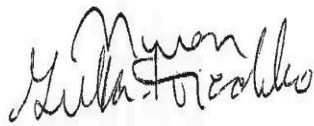
**Report Approval Details**

Document Title:	SUMA President's Update and Call for Resolutions - CC-2019-0184.docx
Attachments:	- Attachment i SUMA President Update.pdf - Attachment ii Call for Resolutions.pdf
Final Approval Date:	Oct 3, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Myron Gulka-Tiechko



Jim Puffalt



Fraser Tolmie





## PRESIDENT'S *Update*

September 25, 2019

### Notes from the September Board Meeting

SUMA Board members engaged in two days of meetings Thursday and Friday, discussing everything from Convention 2020 to SUMA's provincial budget submission.

The Convention Planning Committee met Thursday evening where plans for Convention 2020 continued to come together.

During the meeting, the planning committee set rates for Convention registration. Members who register by the early-bird deadline will pay **\$450 (\$550 after the early-bird deadline)**. Your registration now includes your tickets to the Welcome Reception and President's Banquet - you no longer need to purchase tickets in addition to your convention registration.

The **agenda for February 2-5 is now set**. This year, SUMA will be adding a **Sustainable Cities Speaker Series** on Sunday. The series is open to all registered delegates as well as city staff. Watch for more details as we approach registration, which is set to open on **November 4**. We'll keep you updated in [Urban Update](#) and [Urban Voice](#) as well as on the [Convention Page](#) of our website.

To help SUMA's smallest members take advantage of Convention, we are excited to announce a Convention **program for hometowns with populations of less than 150**. Municipalities with populations less than 150 will be invited to enter a draw to win free convention registration for two delegates. Three hometowns will be chosen. Watch your inbox and Urban Update for more information.

Talk of Convention continued into the full SUMA Board of Directors meeting on September 20 as directors discussed **Board sponsored resolutions**. Resolutions we will be bringing forward at Convention 2020 are:

- The introduction of an administration fee for collecting education property taxes;
- The importance of getting resources to market;
- A new provincial-municipal relationship where municipalities are better consulted when infrastructure and legislative decisions are being considered;
- Funding for a Municipal Climate Change Action Centre; and
- Removal of PST on construction projects.

Resolutions for Convention 2020 are being accepted until **November 1**. If your municipality has a resolution in mind, check out SUMA's [Call for Resolutions](#) which includes a template you can use as a guide. If you want to review [past resolutions](#), see the SUMA website - resolutions are available online all the way back to 1997. Also, don't forget to review SUMA's [Resolutions Policy](#).

SUMA will also be asking for the removal of PST on municipal construction projects and funding for a Municipal Climate Change Action Centre in our **provincial budget submission**. During the meeting Friday, we directed SUMA staff to prepare a provincial budget submission asking for both of those items as well as reinstatement of the Community Rink Affordability Grant and sharing of cannabis excise tax revenues with municipalities.

Sharing cannabis excise tax revenues aligns with SUMA's **federal election advocacy** which calls for a new federal-municipal relationship where municipalities can manage their assets and make meaningful investments through gas tax and cannabis excise tax revenues. Find out more about our federal election advocacy by visiting our [Federal Election Advocacy Hub](#).

The Board also discussed RCMP detachment and non-detachment rates. At Convention 2019, [members resolved](#) for SUMA to advocate to have RCMP service costs assessed at a per capita rate that is fair to all municipalities that fall under the provincial policing contract. SUMA is continuing in discussions with SARM and the Ministry of Justice.

We are also closely **monitoring the progress of "prompt payment" legislation** and have provided a response to the consultation on the development of the regulations. As owners of construction projects, municipalities could be required to provide quick payments after receiving invoices, putting due diligence in testing work or reviewing

payments at risk, as well as uncertainty for payments for federal-provincial-municipal cost shared projects.

### Harassment Prevention Policy Template

Yesterday, SUMA, in partnership with the Saskatchewan Association of Rural Municipalities, launched a harassment prevention policy template. The **template is designed specifically for municipalities**. All employers have a moral and legislative obligation to provide a harassment free workplace. This template is a tool for municipalities to ensure harassment is dealt with appropriately and promptly. It not only applies to municipal employees, but also public, visitors, and business people attending the municipal workplace. I encourage you to [check out the template](#), and revise the policy to fit your municipality's specific needs.

The next meeting of the SUMA Board of Directors will take place on **December 5, 2019**.

SUMA Unit 305 - 4741 Parliament Ave.,  
Regina, SK.  
306-525-3727  
[suma@suma.org](mailto:suma@suma.org)  
[suma.org](http://suma.org)



## CALL FOR RESOLUTIONS

### 115<sup>TH</sup> ANNUAL SUMA CONVENTION – FEBRUARY 2 TO 5, 2020

Members are encouraged to submit resolutions anytime throughout the year. However, the **DEADLINE for receipt of council resolutions for Convention 2020 is November 1, 2019.**

SUMA heard numerous member concerns last year about late resolutions and the inability for councils to discuss them in advance. The SUMA Board has committed to limiting late resolutions in the future, including those coming from the Board of Directors. Only those resolutions that are absolutely critical and could not possibly have been included in the Convention package will be brought forward, and only then with justification for why it is both urgent and emergent. Any other late resolutions will be considered by the SUMA Board after Convention.

Members are encouraged to review the revised [Resolutions Policy](#) before crafting their resolution.

#### RESOLUTION PROCEDURES

Submissions should be forwarded to the SUMA office in Regina. The Resolutions Committee – and SUMA's Board of Directors – will review the resolutions, combine similar ones, and provide a package to all members prior to December 31, 2019.

**All resolutions must be submitted with confirmation of endorsement by council (with date).**

Resolutions should also be accompanied by background information, which will help both the committee and Convention delegates fully understand the issue. Municipalities will be contacted if the committee requires more than minor editing of the resolution.

The Resolutions Committee will determine the order in which resolutions are presented at Convention, partly based on whether the concern is likely to be widely shared among urban councils or is of more limited interest and application.

SUMA bylaws dictate that issues of purely local interest are not appropriate for presentation at Convention, and resolutions will not be accepted from third-party individuals or organizations unless endorsed by a member council.

#### PURPOSE OF CONVENTION RESOLUTIONS

Issues confronting urban councils often require action either by the provincial or federal government, or another agency. These issues are usually of concern to many if not all urban municipalities. SUMA members submit resolutions to gain the endorsement of the Association through support by a majority of Saskatchewan urban municipalities represented at the Annual Convention. It is important that the wording of the resolution be as clear as possible, and that its relevance to other municipalities be clearly explained.

#### GUIDE TO WRITING RESOLUTIONS

All resolutions should take the form of a preamble followed by an operative clause. The preamble briefly explains the issue and persuades the reader that the call to action is needed. The operative clause outlines the action being requested.

All preamble clauses (usually no more than three or four) begin with **WHEREAS** and, where appropriate, should refer to the applicable legislation. Use the proper title of the act or number of the bill in question, and list the particular sections of the act or bill to which the resolution refers.

Using examples of actual incidents that prompted the resolution may be helpful. However, care must be taken to ensure that this does not localize the resolution and place it in jeopardy of being seen as a single municipality's issue.

All operative clauses begin with **"THEREFORE BE IT RESOLVED THAT the Saskatchewan Urban Municipalities Association..."** followed by an action verb like "advocate," "endorse," or "request." The choice of verb will depend on the course of action you feel best resolves the issue. The operative clause is the **MOST IMPORTANT** part of the resolution—the very reason the resolution was drafted in the first place. It must be written clearly and leave no doubt as to the action being requested, and it must be appropriate to the problem outlined in the preamble.

When the operative clause requests action by a government minister, department or agency, the full name of the department or agency should be used. If the resolution calls for amendments to legislation, the operative clause should clearly state the objectives of the amendments or, better yet, provide the preferred wording of the amendment.

When drafting resolutions, ask yourself three questions:

- 1) What is the problem?
- 2) What is causing the problem?
- 3) What is the best way to solve the problem?

If the resolution answers these questions, then both the issue and the need for action will be clearly understood by convention delegates.

**Supplementary background information can be very helpful.** Ideally, it should note whether the resolution is related to other resolutions previously adopted by SUMA. If the resolution is based on a report prepared by administrative staff, please include a copy with your submission.

The following resolution form outlines the proper format. Please contact SUMA's Director of Advocacy Services, Sean McKenzie, at 306-525-4388 or [smckenzie@suma.org](mailto:smckenzie@suma.org) to submit your resolutions, or if you have any questions about the content or process for resolutions.

#### STANDARD RESOLUTION FORMAT

Submitted by Council of \_\_\_\_\_ by motion passed on (date) \_\_\_\_\_.

#### 1. Resolution

*(Preamble)*

WHEREAS.....

.....; and

WHEREAS.....

.....;

*(Operative Clause)*

**THEREFORE BE IT RESOLVED THAT the Saskatchewan Urban Municipalities Association**

.....

.....

#### 2. BACKGROUND INFORMATION (Attach additional sheets, if necessary.)



# City of Moose Jaw

## COMMUNICATION # CC-2019-0194

**TITLE:** Appointment of Development Officer

**TO:** City Council

**FROM:** Department of Planning and Development Services

**DATE:** October 2, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT Ms. Shona Mark-Sullivan be appointed as a Development Officer for the City of Moose Jaw as per Section 3.5 of Bylaw No. 5346, the Zoning Bylaw.

### **TOPIC AND PURPOSE**

The purpose of this report is to request City Council to appoint Ms. Mark-Sullivan as a Development Officer for the City of Moose Jaw pursuant to Bylaw No. 5346, the Zoning Bylaw.

### **BACKGROUND**

Section 3.5 of Bylaw No. 5346, the Zoning Bylaw, states the following:

*"Except for Section 11 of this Bylaw, which shall be administered by the City's Building Official, the Development Officer shall administer this Bylaw. The Development Officer shall be the City Engineer, the City Planner, the Manager of Engineering Services or any other employee of the City authorized in writing by the Council to act as a Development Officer for the purposes of this Bylaw and the Act. For the purposes of administering and enforcing Section 11, the Building Official shall have the same authority under the Act as a Development Officer."*

### **DISCUSSION**

Ms. Mark-Sullivan was hired in September 2019 as a Bylaw Enforcement Officer. One of her duties is to act as a Development Officer for the City of Moose Jaw. The Zoning Bylaw requires her to be appointed by City Council.

The appointment will permit Ms. Mark-Sullivan to administer and enforce all aspects of the Zoning Bylaw.

**OPTIONS TO RECOMMENDATION**

1. Provide alternate direction.

**STRATEGIC PLAN**

This report supports the strategy of a Progressive Civic Administration. The report also supports the guiding principles to create a Collaborative Future.

**PRESENTATION**

VERBAL: Michelle Sanson, Director of Planning and Development Services, will be in attendance to provide a brief overview of the report.

**REPORT APPROVAL**

Written by: Michelle Sanson, Director of Planning and Development Services  
 Reviewed by: Tracy Wittke, Assistant City Clerk  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_



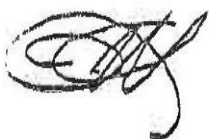
**Report Approval Details**

Document Title:	Appointment of Development Officer - CC-2019-0194.docx
Attachments:	
Final Approval Date:	Oct 6, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie



# City of Moose Jaw

## COMMUNICATION # CC-2019-0185

**TITLE:** Notice of Decisions of the Development Appeals Board

**TO:** City Council

**FROM:** Secretary, Development Appeals Board

**DATE:** October 3, 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT the following decisions of the Development Appeals Board be received and filed:

- {13 – 2019} Angus Wilson  
1027 Wolfe Avenue, Moose Jaw, SK
- {14 – 2019} Richard MacGillivray  
1011 Lillooet Street West, Moose Jaw, SK

### **TOPIC AND PURPOSE**

The purpose of this report is to submit to members of City Council, for their information, the decisions of the Development Appeals Board respecting applications for variances under the City of Moose Jaw's Bylaw No. 5346, Zoning Bylaw, which were discussed and decided upon at the meeting of the Development Appeals Board held on September 25, 2019.

### **BACKGROUND/DISCUSSION**

As per legislation requirements (*The Planning and Development Act, 2007*), decisions of the Development Appeals Board are required to be provided to Council. In compliance with legislation, the notice of decisions of the Development Appeals Board is being placed on the City Council agenda dated October 15, 2019.

## **ATTACHMENTS**

- i. Decision for Appeal No. 13-2019 (Angus Wilson)
- ii. Decision for Appeal No. 14-2019 (Richard MacGillivray)

## **REPORT APPROVAL**

Written by: Pearl Anderson, Secretary, Development Appeals Board  
Reviewed by: Tracy Wittke, Assistant City Clerk  
Approved by: Myron Gulka-Tiechko, City Clerk/Solicitor  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

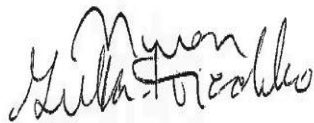
**Report Approval Details**

Document Title:	Sept 2019 Decisions of the DAB - CC-2019-0185.docx
Attachments:	- Appeal No. 13 - 2019 (Angus Wilson).pdf - Appeal No. 14 - 2019 (Richard MacGillivray).pdf
Final Approval Date:	Oct 6, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Myron Gulka-Tiechko



Jim Puffalt



Fraser Tolmie



**DEVELOPMENT APPEALS BOARD  
RECORD OF DECISION  
Angus Wilson  
1027 Wolfe Avenue, Moose Jaw, SK  
APPEAL NO. 13 of 2019**

IN THE MATTER OF AN APPEAL TO THE DEVELOPMENT APPEALS BOARD, of the City of Moose Jaw, in the Province of Saskatchewan, heard in Committee Room B, City Hall, Moose Jaw, on Wednesday, September 25, 2019 pursuant to the provisions of *The Planning and Development Act, 2007*.

**APPELLANT:** Angus Wilson

**RESPONDENT:** City of Moose Jaw  
Planning and Development Services Department

**RESPECTING THE PROPERTY** Lot 19A, Block 32, Plan 101957564  
1027 Wolfe Avenue

**ZONING:** R1 – Large Lot Density Residential District

**NATURE OF APPEAL**

THE APPELLANT, Angus Wilson, is requesting a variance to the City of Moose Jaw's Zoning Bylaw No. 5346, as amended.

**REQUESTED VARIANCE**

The appellant is requesting a variance to the City of Moose Jaw's Zoning Bylaw No. 5346, to keep accessory buildings on the property described as Lot 19A, Block 32, Plan 101957564, civically known as 1027 Wolfe Avenue, Moose Jaw, SK with a proposed:

- Combined accessory building floor area of 112.7 m<sup>2</sup> (1,213 ft<sup>2</sup>), contrary to the 83.61 m<sup>2</sup> (900 ft<sup>2</sup>) prescribed by the City of Moose Jaw Zoning Bylaw.

**HEARD ON**

Wednesday, September 25, 2019 in Committee Room B, 2<sup>nd</sup> Floor, City Hall.

**IN ATTENDANCE**

**The Board:** Rece Allen, Vice-Chairperson  
Fred Anderson, Member  
David Danchilla, Member

Angus Wilson  
Development Appeal No. 13 - 2019  
1027 Wolfe Avenue, Moose Jaw, SK

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**Appeared for the Appellant:** Angus Wilson

**Appeared for the Respondent:** Veronica Blair, Planner 1

### **LEGISLATIVE PROVISIONS**

The DAB is guided by the principles expressed in Section 221 of *The Planning and Development Act, 2007*, which reads as follows:

- 221 In determining an appeal, the board hearing the appeal:
- (a) is bound by any official community plan in effect;
  - (b) must ensure that its decisions conform to the uses of land, intensity of use and density of development in the zoning bylaw;
  - (c) must ensure that its decisions are consistent with any provincial land use policies and statements of provincial interest; and
  - (d) may, subject to clauses (a) to (c), confirm, revoke or vary the approval, decision, any development standard or condition, or order imposed by the approving authority, the council or the development officer, as the case may be, or make or substitute any approval, decision or condition that it considers advisable if, in its opinion, the action would not:
    - (i.) grant to the applicant a special privilege inconsistent with the restrictions on the neighbouring properties in the same zoning district;
    - (ii.) amount to a relaxation so as to contradict the purpose and the intent of the Zoning Bylaw; or
    - (iii.) injuriously affect the neighbouring properties.

### **PRELIMINARY MATTERS**

The parties agreed that the appeal was properly brought before the Board and that all parties have received the following information:

- Exhibit A The Application for Appeal before the Development Appeals Board which was submitted to the Office of the City Clerk on **July 28, 2019**.
- Exhibit B Names & Addresses of Assessed Property Owners within 75 metre radius of Applicant's property.
- Exhibit C Notice of Hearing, Development Appeals Board.
- Exhibit D Affidavit of Service, verifying the letters to residents within a 75 metre radius were sent by regular mail on **September 3, 2019**.
- Exhibit E Report dated **August 27, 2019** from the City of Moose Jaw's Department of Planning & Development Services which includes facts and information pertinent to the appeal and their response to the applicable sections of *The Planning and Development Act, 2007*.

Angus Wilson  
Development Appeal No. 13 - 2019  
1027 Wolfe Avenue, Moose Jaw, SK

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## APPELLANT

The Appellant, Angus Wilson, presented the following information:

- Mr. Wilson stated that the size of the variance noted in the report dated August 27, 2019 from the City's Planning and Development Department is incorrect. He further stated that the actual size of the combined accessory building floor area will be 112.7 m<sup>2</sup> (1,213 ft.<sup>2</sup>). The corrected size of the variance is noted in this Decision.
- Mr. Wilson circulated copies of photos of the sheds for the Board's review.
- Mr. Wilson has had the property surveyed and paid to have the three 25 ft. lots combined into one 75 ft. x 125 ft. lot.
- Mr. Wilson is requesting to be able to keep the three sheds currently located on the lot in addition to the garage (the application for a Development Permit for the garage was previously approved subject to removal of two of the sheds).

## NEIGHBOURING PROPERTY OWNER(S)

The Chairperson confirmed that no letters had been received by the Office of the City Clerk with respect to the matter.

## RESPONDENT

The Respondent provided the following information as provided in Exhibit E:

## BACKGROUND

The subject property is composed of a single large lot, with an approximate area of 871 m<sup>2</sup> (9,375 ft<sup>2</sup>). The property is zoned R1 - Large Lot Low Density Residential District which is intended to provide for large lot residential development in the form of one-unit dwellings as well as complementary community uses.

An application for a Development Permit was received on July 15<sup>th</sup> to construct a 720 ft<sup>2</sup> garage on the property. At the time, the applicant's intention was to remove the existing sheds on the property once construction of the garage was complete. The applicant would now like to keep the existing sheds on the property and is appealing 2 conditions of the Development Permit. The conditions state:

**"2. Approval of this permit is conditional upon the removal of all other accessory buildings and structures prior to the completion of the garage. One shed measuring 3.12 metres by 3.73 metres may be permitted to remain.**

**3. The combined floor area of all accessory buildings and structures (garage, sheds, etc.) must not exceed 83.61 m<sup>2</sup> (900 ft<sup>2</sup>)."**

The combined floor area of all accessory buildings if the sheds remain is 112.7 m<sup>2</sup> (1,213 ft<sup>2</sup>).



Angus Wilson  
Development Appeal No. 13 - 2019  
1027 Wolfe Avenue, Moose Jaw, SK

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## **MATERIAL BEFORE THE BOARD**

The material filed with the Board in accordance with Section 223 of *The Planning and Development Act, 2007* with respect to this matter (i.e., filed at least five (5) days prior to the hearing) included the following:

- Exhibit A      The Application for Appeal before the Development Appeals Board which was submitted to the Office of the City Clerk on **July 28, 2019**.
- Exhibit B      Names & Addresses of Assessed Property Owners within 75 metre radius of Applicant's property.
- Exhibit C      Notice of Hearing, Development Appeals Board.
- Exhibit D      Affidavit of Service, verifying the letters to residents within a 75 metre radius were sent by regular mail on **September 3, 2019**.
- Exhibit E      Report dated **August 27, 2019** from the City of Moose Jaw's Department of Planning & Development Services which includes facts and information pertinent to the appeal and their response to the applicable sections of *The Planning and Development Act, 2007*.

## **DECISION OF THE BOARD:**

*The Planning and Development Act, 2007*, Section 221(d) states there are three (3) bars to entitlement, which must be cleared for the appeal to be granted by the Board. To fail on anyone means that the appeal cannot be granted.

Based on the evidence presented, the Board concludes that the requested relaxation will not:

### **a)      Be a special privilege for the following reasons:**

When the test with respect to a special privilege is applied, the Development Appeals Board is willing to grant the variance as it appears the proposal will not interfere with health, safety and general welfare of the inhabitants of the City. The Board deemed that the lot is large enough that the proposal will not impact the residential nature of the area. The Board noted that they would be willing to grant a similar variance to anyone else in similar circumstances.

Angus Wilson  
Development Appeal No. 13 - 2019  
1027 Wolfe Avenue, Moose Jaw, SK

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**b) Be contrary to the purpose and intent of the Bylaw for the following reasons:**

When the test for the variance to be contrary to the purpose and intent of the Bylaw is applied, the Development Appeals Board noted that due to the size of the lot, the proposed development will not cause visual obstructions or concerns for the health, safety and general welfare of inhabitants in the City. Upon review of the photos circulated by the Appellant, the Board noted that the existing accessory buildings appear well kept and blend well into the yard. The Board deemed the proposed accessory buildings will not alter the residential character of the neighbourhood and will not be contrary to the purpose and intent of the City's Zoning Bylaw.

**c) Injurious affect the neighbouring properties for the following reasons:**

The Development Appeals Board noted that granting this variance will not injuriously affect the neighbouring properties. No letters of concern were received from neighbouring property owners. The Board deemed that due to the size of the lot, approving of the proposal to keep the accessory buildings will not injuriously affect neighbouring properties.

It is the decision of the Development Appeals Board that the appeal be **GRANTED**.

**RIGHT OF APPEAL:**

Any person wishing to appeal the decision of the Board may do so within thirty (30) days after the date on which a copy of this decision is received and upon written notice to the Saskatchewan Municipal Board, Planning Appeals Committee, Room 480, 2151 Scarth Street, Regina, Saskatchewan, S4P 2H8. A fee of \$50 per appeal will be assessed. A copy of any appeal should also be forwarded to the Secretary, Development Appeals Board, c/o City Clerk's Office, 228 Main Street North, Moose Jaw, Saskatchewan, S6H 3J8.

DATED at the City of Moose Jaw, this 27<sup>th</sup> day of September, 2019.

"Rece Allen"  
Rece Allen, Vice-Chairperson

"Pearl Anderson"  
Pearl Anderson, Secretary



**DEVELOPMENT APPEALS BOARD  
RECORD OF DECISION  
Richard MacGillivray  
1011 Lillooet Street West, Moose Jaw, SK  
APPEAL NO. 14 of 2019**

IN THE MATTER OF AN APPEAL TO THE DEVELOPMENT APPEALS BOARD, of the City of Moose Jaw, in the Province of Saskatchewan, heard in Committee Room B, City Hall, Moose Jaw, on Wednesday, September 25, 2019 pursuant to the provisions of *The Planning and Development Act, 2007*.

**APPELLANT:** Richard MacGillivray

**RESPONDENT:** City of Moose Jaw  
Planning and Development Services Department

**RESPECTING THE PROPERTY** Lot 21, Block 50, Plan L2799  
1011 Lillooet Street West

**ZONING:** R1 – Large Lot Density Residential District

**NATURE OF APPEAL**

THE APPELLANT, Richard MacGillivray, is requesting a variance to the City of Moose Jaw's Zoning Bylaw No. 5346, as amended.

**REQUESTED VARIANCE**

The appellant is requesting a variance to the City of Moose Jaw's Zoning Bylaw No. 5346, to construct an accessory building on the property described as Lot 21, Block 50, Plan L2799, civically known as 1011 Lillooet Street West, Moose Jaw, SK with a proposed:

- Overall site coverage of 42%, contrary to the 40% prescribed by the City of Moose Jaw Zoning Bylaw.

**HEARD ON**

Wednesday, September 25, 2019 in Committee Room B, 2<sup>nd</sup> Floor, City Hall.

**IN ATTENDANCE**

**The Board:** Rece Allen, Vice-Chairperson  
Fred Anderson, Member  
David Danchilla, Member

Richard MacGillivray  
Development Appeal No. 14 - 2019  
1011 Lillooet Street West, Moose Jaw, SK

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**Appeared for the Appellant:** Richard MacGillivray

**Appeared for the Respondent:** Veronica Blair, Planner 1

### **LEGISLATIVE PROVISIONS**

The DAB is guided by the principles expressed in Section 221 of *The Planning and Development Act, 2007*, which reads as follows:

- 221 In determining an appeal, the board hearing the appeal:
- (a) is bound by any official community plan in effect;
  - (b) must ensure that its decisions conform to the uses of land, intensity of use and density of development in the zoning bylaw;
  - (c) must ensure that its decisions are consistent with any provincial land use policies and statements of provincial interest; and
  - (d) may, subject to clauses (a) to (c), confirm, revoke or vary the approval, decision, any development standard or condition, or order imposed by the approving authority, the council or the development officer, as the case may be, or make or substitute any approval, decision or condition that it considers advisable if, in its opinion, the action would not:
    - (i.) grant to the applicant a special privilege inconsistent with the restrictions on the neighbouring properties in the same zoning district;
    - (ii.) amount to a relaxation so as to contradict the purpose and the intent of the Zoning Bylaw; or
    - (iii.) injuriously affect the neighbouring properties.

### **PRELIMINARY MATTERS**

The parties agreed that the appeal was properly brought before the Board and that all parties have received the following information:

- Exhibit A The Application for Appeal before the Development Appeals Board which was submitted to the Office of the City Clerk on **August 21, 2019**.
- Exhibit B Names & Addresses of Assessed Property Owners within 75 metre radius of Applicant's property.
- Exhibit C Notice of Hearing, Development Appeals Board.
- Exhibit D Affidavit of Service, verifying the letters to residents within a 75 metre radius were sent by regular mail on **September 3, 2019**.
- Exhibit E Report dated **August 27, 2019** from the City of Moose Jaw's Department of Planning & Development Services which includes facts and information pertinent to the appeal and their response to the applicable sections of *The Planning and Development Act, 2007*.

Richard MacGillivray  
Development Appeal No. 14 - 2019  
1011 Lillooet Street West, Moose Jaw, SK

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## APPELLANT

The Appellant, Richard MacGillivray, presented the following information:

- he wants to build a two-car garage in the rear yard of his property that will result in an overall site coverage contrary to what is prescribed by the Zoning Bylaw
- there are no accessory buildings on the property

## NEIGHBOURING PROPERTY OWNER(S)

The Chairperson confirmed that no letters had been received by the Office of the City Clerk with respect to the matter.

## RESPONDENT

The Respondent provided the following information as provided in Exhibit E:

## BACKGROUND

The subject property is a single lot measuring approximately 33 ft by 110 ft. The property is zoned R1 - Large Lot Low Density Residential District which is intended to provide for large lot residential development in the form of one-unit dwellings as well as complementary community uses.

The subject property contains a one-unit dwelling measuring approximately 1,100 ft<sup>2</sup>. The applicant is requesting to construct a 432 ft<sup>2</sup> garage at the rear of the property which would increase the overall site coverage to 42%. This is contrary to the 40% prescribed in the Zoning Bylaw. The application meets all other requirements in the Zoning Bylaw.

## MATERIAL BEFORE THE BOARD

The material filed with the Board in accordance with Section 223 of *The Planning and Development Act, 2007* with respect to this matter (i.e., filed at least five (5) days prior to the hearing) included the following:

- |           |   |
|-----------|---|
| Exhibit A | The Application for Appeal before the Development Appeals Board which was submitted to the Office of the City Clerk on <b>August 21, 2019</b> . |
| Exhibit B | Names & Addresses of Assessed Property Owners within 75 metre radius of Applicant's property.   |
| Exhibit C | Notice of Hearing, Development Appeals Board.   |
| Exhibit D | Affidavit of Service, verifying the letters to residents within a 75 metre radius were sent by regular mail on <b>September 3, 2019</b> .       |

Exhibit E      Report dated **August 27, 2019** from the City of Moose Jaw's Department of Planning & Development Services which includes facts and information pertinent to the appeal and their response to the applicable sections of *The Planning and Development Act, 2007*.

**DECISION OF THE BOARD:**

*The Planning and Development Act, 2007*, Section 221(d) states there are three (3) bars to entitlement, which must be cleared for the appeal to be granted by the Board. To fail on anyone means that the appeal cannot be granted.

Based on the evidence presented, the Board concludes that the requested relaxation will not:

**a)      Be a special privilege for the following reasons:**

When the test with respect to a special privilege is applied, the Development Appeals Board is willing to grant the variance as the applicant is requesting to construct a small garage that, in their opinion, will not alter the residential nature of the neighbourhood. The Board noted that they would be willing to grant a similar variance to anyone else in similar circumstances.

**b)      Be contrary to the purpose and intent of the Bylaw for the following reasons:**

When the test for the variance to be contrary to the purpose and intent of the Bylaw is applied, the Development Appeals Board noted that due to the size of the proposed garage, it will not cause visual obstructions or concerns for the health, safety and general welfare of inhabitants in the area. The Board deemed the proposed garage will not alter the residential character of the neighbourhood and will not be contrary to the purpose and intent of the City's Zoning Bylaw.

**c)      Injurious affect the neighbouring properties for the following reasons:**

The Development Appeals Board noted that granting this variance will not injuriously affect the neighbouring properties. No letters with concerns were received from property owners within the 75 meter area. The Board deemed that the proposed garage will enhance the neighbourhood and will not result in over-building in a low density area as the proposed garage will only be 432 ft<sup>2</sup>.

It is the decision of the Development Appeals Board that the appeal be **GRANTED**.

**RIGHT OF APPEAL:**

Any person wishing to appeal the decision of the Board may do so within thirty (30) days after the date on which a copy of this decision is received and upon written notice to the Saskatchewan Municipal Board, Planning Appeals Committee, Room 480, 2151 Scarth Street, Regina, Saskatchewan, S4P 2H8. A fee of \$50 per appeal will be assessed. A copy of any appeal should also be forwarded to the Secretary, Development Appeals Board, c/o City Clerk's Office, 228 Main Street North, Moose Jaw, Saskatchewan, S6H 3J8.

DATED at the City of Moose Jaw, this 27<sup>th</sup> day of September, 2019.

"Rece Allen"

Rece Allen, Vice-Chairperson

"Pearl Anderson"

Pearl Anderson, Secretary

[https://citymj.sharepoint.com/sites/Depts/clerks/Shared Documents/5. Boards & Committees/BOARDS & COMMITTEES - 2000/-04 Development Appeals Board/Decisions/2019/Appeal No. 14 - 2019 \(Richard MacGillivray\).docx](https://citymj.sharepoint.com/sites/Depts/clerks/Shared Documents/5. Boards & Committees/BOARDS & COMMITTEES - 2000/-04 Development Appeals Board/Decisions/2019/Appeal No. 14 - 2019 (Richard MacGillivray).docx)





## **EXECUTIVE COMMITTEE MINUTES**

### **PUBLIC**

**Monday, September 23, 2019, 6:53 p.m.**  
**Council Chambers, (Public)**  
**Scoop Lewry Room (In-Camera)**  
**2nd Floor, City Hall**

PRESENT: Mayor Tolmie  
Councillor C. Warren, Chairperson  
Councillor D. Luhning  
Councillor S. McMann  
Councillor C. Froese  
Councillor H. Eby  
Councillor B. Swanson

ADMIN: B. Acker  
C. Hemingway  
D. Blais  
J. Mickleborough  
M. Sanson  
M. Gulka-Tiechko  
T. Wittke  
J. Puffalt  
R. Mechelse  
M. Latta

MEDIA: Moose Jaw Today  
CHAB  
Daily Jaw

1. **CALL TO ORDER**

Councillor Warren, Chairperson, called the meeting to order at 6:53 p.m.

2. **REPORTS**

a. **Review of Reserve Funds, EC-2019-0168**

Councillor Froese left the meeting at 6:56 p.m.

Councillor Froese returned to the meeting at 6:58 p.m.

Moved by Councillor Eby

THAT City Administration be directed to put the City's current financing and reserve practices into bylaw form for the review and approval of City Council.

Vote Delayed by Procedure

**Amendment:**

Moved by Mayor Tolmie

THAT the word "bylaw" be deleted and replaced with "policy".

Carried

The Motion, as Amended, was Carried

The Motion, as Amended, reads as follows:

*THAT City Administration be directed to put the City's current financing and reserve practices into policy form for the review and approval of City Council.*

3. **CONFIDENTIAL MATTERS**

Moved by Councillor Luhning

THAT the Executive Committee close the meeting to the public and proceed in-camera pursuant to Section 94(2) of *The Cities Act* as confidential information is contained within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular, section 15, 17, 18 and 21.

Carried

The Executive Committee closed the meeting at 7:48 p.m. to the public with the following persons in attendance: Councillor Luhning; Mayor Tolmie; Councillor Froese; Councillor McMann; Councillor Warren; Councillor Swanson; Councillor Eby; Jim Puffalt; Myron Gulka-Tiechko; Brian Acker; Tracy Wittke; Josh Mickleborough; Michelle Sanson; Derek Blais; Craig Hemingway; and Raelynn Mechelse.

**a. Confidential Matter, EC-2019-0178**

**b. Confidential Procedural Matter**

**c. Back to Open Session**

Moved by Councillor Luhning

THAT the Executive Committee go out of in-camera.

Carried

The Executive Committee opened the meeting to the public at 8:03 p.m.

**4. ADJOURNMENT**

Moved by Councillor Eby

THAT the Executive Committee meeting be adjourned.

Carried

The Executive Committee meeting adjourned at 8:03 p.m.

Respectfully submitted,

(Sgd.) *Councillor Warren*

Chairperson



## **PUBLIC MINUTES OF PERSONNEL COMMITTEE**

**Wednesday, October 2, 2019, 5:30 p.m.  
Scoop Lewry Room, 2<sup>nd</sup> Floor, City Hall**

PRESENT: Councillor C. Froese, Chairperson  
Mayor F. Tolmie  
Councillor C. Warren  
Councillor D. Luhning  
Councillor H. Eby  
Councillor S. McMann

ABSENT: Councillor B. Swanson

ADMIN: J. Puffalt, City Manager  
M. Gulka-Tiechko, City Clerk/Solicitor

### **Call to Order**

---

Councillor Froese, Chairperson, called the meeting to order at 5:30 p.m.

Moved by Councillor Eby

THAT the Personnel Committee go in-camera to discuss confidential personnel matters pursuant to Part III, Section 15 and Section 16 of *The Local Authority Freedom of Information and Protection of Privacy Act*.

Carried

The Personnel Committee closed the meeting to the public at 5:32 p.m. with the following persons in attendance: Councillor Froese; Mayor Tolmie; Councillor Warren; Councillor Luhning; Councillor Eby; Councillor McMann; Jim Puffalt; and Myron Gulka-Tiechko.

Moved by Councillor Luhning  
THAT the Personnel Committee go out of in-camera.

Carried

The Personnel Committee opened the meeting to the public at 8:23 p.m.

Moved by Councillor McMan  
THAT the City Manager be provided an immediate lump sum payment of \$20,000.00 in recognition of extra duties provided as Acting General Manager of the DFFH from July 2018 to September 2, 2019; and

THAT the source of funding be DFFH Operations.

Moved by Councillor Eby  
THAT the Personnel Committee meeting adjourn.

Carried

The Personnel Committee meeting adjourned at 8:24 p.m.

Respectfully submitted,

(Sgd.) Councillor Froese, Chair

/tw



**PUBLIC MINUTES**  
**HERITAGE ADVISORY COMMITTEE MEETING**  
**Wednesday, September 18, 2019, 5:15 p.m.**  
**Scoop Lewry Room**  
**2<sup>nd</sup> Floor, City Hall**

**PRESENT:** Scott Hellings, Chairperson, Citizen-at-Large  
Larry Hellings, Citizen-at-Large  
Karla Rasmussen, Citizen-at-Large  
Dana Bushko, Citizen-at-Large

**ABSENT:** Yvette Moore, Chamber of Commerce Representative  
Councillor Crystal Froese, Council Representative

**ALSO PRESENT:** Michelle Sanson, Director of Planning & Development  
Derek Blais, Director of Parks and Recreation  
Pearl Anderson, Recording Secretary

**PART 1 - NO APPROVAL OF COUNCIL REQUIRED**  
**Re: Call to Order**

---

Scott Hellings, Committee Chairperson, called the meeting to order at 5:15 p.m.

**PART 2 – NO APPROVAL OF COUNCIL REQUIRED**  
**Re: Appointment of Chairperson and Vice-Chairperson**

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**Chairperson**

Scott Hellings placed his name forward for the position of Chairperson of the Heritage Advisory Committee for a term of office to expire December 31, 2019.

Moved by Larry Hellings  
THAT nominations cease.

Carried.

Scott Hellings was appointed Chairperson of the Heritage Advisory Committee for a term of office to expire December 31, 2019.

Mr. Hellings assumed the Chair.

### **Vice-Chairperson**

Dana Bushko placed his name forward for the position of Vice-Chairperson of the Heritage Advisory Committee for a term of office to expire August 31, 2020.

Moved by Larry Hellings  
THAT nominations cease.

Carried.

Dana Bushko was appointed Vice-Chairperson of the Heritage Advisory Committee for a term of office to expire August 31, 2020.

### **PART 3 - NO APPROVAL OF COUNCIL REQUIRED** **Re: Adoption of Agenda**

---

Moved by Larry Hellings  
THAT the agenda be approved as presented.

Carried.

### **PART 4 – NO APPROVAL OF COUNCIL REQUIRED** **Re: Adoption of the Minutes – August 21, 2019**

---

Moved by Karla Rasmussen  
THAT the minutes of the Heritage Advisory Committee meeting dated August 21, 2019 be received as presented.

Carried.

### **PART 5 – NO APPROVAL OF COUNCIL REQUIRED** **Re: New Business**

---

#### **5.1 Tour of the Moose Jaw Court House**

Committee members toured the Moose Jaw Court House on September 18<sup>th</sup> at 4:15 p.m.

#### **5.2 Review of Bylaw No. 5369, Bylaw No. 4381, Review of Conflict of Interest (Advice for Members of Municipal Boards and/or Committees), and the Resolution Regarding Absenteeism of Board Members.**

Committee members reviewed Bylaw No. 5369, Bylaw No. 4381, Conflict of Interest (Advice to Members of Municipal Boards and/or Committees) and the Resolution Regarding Absenteeism.



Moved by Dana Bushko

THAT Bylaw No. 5369, Bylaw No. 4381, Conflict of Interest Advice to Members of Municipal Boards and/or Committees and the Resolution Regarding Absenteeism, be received and filed.

Carried.

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**PART 6 – NO APPROVAL OF COUNCIL REQUIRED**  
**Re: Business Arising from Minutes**

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### **6.1 Heritage Plaques**

Consideration was given to quotes that have been received to date from three local companies for heritage plaques and pedestals. The Director of Parks and Recreation will look into the possibility of the Parks Department installing the plaques once they are completed. Further investigation into cost and placement of the plaques and pedestals will be completed.

Nine plaques are planned for placement in 2019 at the following locations (provided the cost falls within the budget):

- Natatorium
- Old Methodist Church
- 1893 Court House
- CPR Station
- Ross School
- Chinese United Church
- Land Titles Building
- 23 Main Street North
- Moose Jaw Cemetery

### **6.2 Municipal Cultural Action Plan**

No update.

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**PART 7 - NO APPROVAL OF COUNCIL REQUIRED**  
**Re: Information Items**

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### **7.1 Heritage Workshops**

The Government of Saskatchewan Ministry of Parks, Culture and Sport are hosting free Heritage workshops at the Moose Jaw Public Library as follows:

- Tuesday, September 24, 9:30 a.m. to 4:30 p.m.: Statement of Significance and Heritage Inventory
- Wednesday, September 25, 9:00 a.m. to 4:00 p.m.: Heritage Standards and Guidelines and Downtown Design

## 7.2 Chapel in Moose Jaw Cemetery

The Director of Parks and Recreation is looking into cost-sharing with Tourism Moose Jaw for restoration of the Chapel in Moose Jaw Cemetery. The restoration will include safety improvements to allow tourists to tour the building.

### **PART 8 – NO APPROVAL OF COUNCIL REQUIRED** **Re: Next Meeting and Adjournment**

---

The next regular meeting of the Heritage Advisory Committee is scheduled for October 16, 2019 at 5:15 p.m.

Moved by Scott Hellings  
THAT the meeting now adjourn.

Carried.

The meeting adjourned at 5:50 p.m.

Scott Hellings  
Scott Hellings, Chairperson

### **CITY MANAGER'S COMMENTS:**

Jim Puffalt  
City Manager

### **MAYOR'S COMMENTS:**

Fraser Tolmie  
Mayor



**PUBLIC MINUTES  
SPECIAL NEEDS ADVISORY COMMITTEE**

**Wednesday, September 18, 2019, 7:00 p.m.  
Scoop Lewry Room, 2<sup>nd</sup> Floor, City Hall**

**PRESENT:** Councillor Scott McMann, Council Representative  
Michael Bachiu, Citizen-at-Large  
James Allonby, Citizen-at-Large  
Angela Sereda, Citizen-at-Large  
Steve Seida, Citizen-at-Large

**ABSENT:** Daryl New, Citizen-at-Large  
Dorreen Gane-Mowrey, Citizen-at-Large  
Erin Hidlebaugh, Citizen-at-Large

**ALSO PRESENT:** Steven Loptson, Transportation Manager  
Pearl Anderson, Recording Secretary

**PART 1 - NO APPROVAL OF COUNCIL REQUIRED**

**Re: Call to Order**

---

The meeting was called to order at 7:00 p.m.

**PART 2 - NO APPROVAL OF COUNCIL REQUIRED**

**Re: Appointment of Chairperson and Vice-Chairperson**

---

**Chairperson**

Steve Seida nominated Michael Bachiu as Chairperson of the Special Needs Advisory Committee for a term of office to expire August 31, 2020.

Michael Bachiu accepted the nomination.

Moved by James Allonby  
THAT nominations cease.

Carried.

Michael Bachiu was appointed Chairperson of the Special Needs Advisory Committee for a term of office to expire August 31, 2020.

Mr. Bachiu assumed the Chair.

### **Vice-Chairperson**

Steve Seida nominated Dorreen Gane-Mowrey as Vice-Chairperson of the Special Needs Advisory Committee for a term of office to expire August 31, 2020.

Moved by James Allonby  
THAT nominations cease.

Carried.

Dorreen Gane-Mowrey was appointed Vice-Chairperson of the Special Needs Advisory Committee for a term of office to expire August 31, 2020, pending Ms. Gane-Mowrey's acceptance of the appointment.

Steven Loptson entered the meeting at 7:06 p.m.

### **PART 3 - NO APPROVAL OF COUNCIL REQUIRED** **Re: Adoption of Agenda**

---

Moved by Angela Sereda  
THAT the agenda be adopted as presented.

Carried.

### **PART 4 – NO APPROVAL OF COUNCIL REQUIRED** **Re: Adoption of the Minutes – June 13, 2019**

---

Moved by Angela Sereda  
THAT the minutes of the Special Needs Advisory Committee dated June 13, 2019 be received as presented.

Carried.

### **PART 5 – NO APPROVAL OF COUNCIL REQUIRED** **Re: New Business**

---

#### **5.1 Bylaw No. 5371, Special Needs Advisory Committee Bylaw, as amended by Bylaw No. 5428, Bylaw No. 4381, Code of Ethics Bylaw, Resolution Regarding Absenteeism, and Conflict of Interest Advice for Members of Municipal Boards and/or Committees**

Committee members reviewed Bylaw No. 5371, Special Needs Advisory Committee Bylaw, Bylaw No. 4381, Code of Ethics Bylaw, the Resolution Regarding Absenteeism and the Conflict of Interest Advice.

Moved by Steve Seida

THAT Bylaw No. 5371, Bylaw No. 4381, the Resolution Regarding Absenteeism and Conflict of Interest Advice be received as read.

Carried.

## **5.2 Appointment of Representative to the Transportation Services Advisory Committee**

Moved by Angela Sereda

THAT Daryl New be appointed as the Special Needs Advisory Committee representative to the Transportation Services Advisory Committee, pending Mr. New's acceptance of the appointment.

Carried.

## **5.3 Appointment of Representative to the Housing Advisory Committee**

Moved by Angela Sereda

THAT Dorreen Gane-Mowrey be appointed as the Special Needs Advisory Committee representative to the Housing Advisory Committee, pending Ms. Gane-Mowrey's acceptance of the appointment.

Carried.

## **5.3 Committee Meeting Dates and Times**

Moved by James Allonby

THAT the Special Needs Advisory Committee meetings be held the second Thursday of each consecutive month at 7:00 p.m. (not including July and August).

Carried.

## **PART 6 – NO APPROVAL OF COUNCIL REQUIRED**

### **Re: Business Arising from the Minutes**

---

## **6.1 Paratransit Concern - M. Frechette**

A verbal update regarding the paratransit concern was provided to the Special Needs Advisory Committee by Steven Loftson, Transportation Manager.

## **6.2 Special Needs Parking/Non-Accessible Downtown Businesses**

The Transportation Manager presented an update regarding special needs parking in the downtown core.

Moved by Angela Sereda

THAT the matter with regards to special needs parking/non-accessible downtown businesses be received and filed.

Carried.

### **6.3 Champions of Transit Initiative**

No update at this time.

Moved by James Allonby

THAT the Champions of Transit initiative be tabled to the next meeting.

Carried.

### **PART 7 – NO APPROVAL OF COUNCIL REQUIRED**

**Re: Next Meeting and Adjournment**

---

The next regular meeting of the Special Needs Advisory Committee is scheduled for **October 10, 2019 at 7:00 p.m.**

Moved by James Allonby

THAT the meeting now adjourn.

Carried.

The meeting adjourned at 7:40 p.m.

"Michael Bachiu"

Michael Bachiu, Chairperson

### **CITY MANAGER'S COMMENTS:**

"Jim Puffalt"

City Manager

### **MAYOR'S COMMENTS:**

"Fraser Tolmie"

Mayor

<https://citymj.sharepoint.com/sites/Depts/clerks/Shared Documents/5. Boards & Committees/BOARDS & COMMITTEES - 2000/-12 Special Needs Advisory Committee/2019/Minutes/09.18.19 SNAC Minutes.docx>



# City of Moose Jaw

**COMMUNICATION# CC-2019-0192**

**TITLE:** Bylaw No. 5564, Sewer and Water Utility Amendment Bylaw 2018 (2)(3<sup>rd</sup> Reading)

**TO:** City Council

**FROM:** Department of Engineering Services

**DATE:** 1 October 2019

**PUBLIC:** PUBLIC DOCUMENT

---

## **RECOMMENDATION**

THAT Bylaw No. 5564, Sewer and Water Utility Amendment Bylaw 2018 (2) be now read a third time, adopted, signed by the Mayor and City Clerk, dated and sealed.

## **TOPIC AND PURPOSE**

The purpose of the proposed Bylaw is to make amendments to the City of Moose Jaw's Bylaw No. 5152, Sewer and Water Utility Bylaw.

## **BACKGROUND**

The Bylaw was submitted to the regular meeting of City Council on September 10, 2018 where it received 1st and 2nd reading and then, while in Committee of the Whole, Council passed the following tabling motion:

"THAT Bylaw No. 5564 be tabled until after a meeting is held with residents regarding the Phase 1 Cast Iron Replacement program."

Therefore, the proposed Bylaw is now recommended for 3rd reading.

## **ATTACHMENTS**

1. Bylaw No. 5564, Sewer and Water Utility Amendment Bylaw 2018 (2)



**REPORT APPROVAL**

Written by: Darrin Stephanson, Manager of Utilities  
Approved by: Josh Mickleborough, Director of Engineering Services  
Reviewed by: Tracy Wittke, Assistant City Clerk  
Approved by: Jim Puffalt, City Manager  
Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	Bylaw No. 5564 - 2018 Sewer and Water Utility Bylaw Amendment - CC-2019-0192.docx
Attachments:	- Bylaw No. 5564 Sewer and Water Utility Amendment Bylaw 2018.doc
Final Approval Date:	Oct 6, 2019

This report and all of its attachments were approved and signed as outlined below:



Josh Mickleborough



Tracy Wittke



Jim Puffalt



Fraser Tolmie

## BYLAW NO. 5564

### SEWER AND WATER UTILITY AMENDMENT BYLAW 2018 (2)

=====

THE MUNICIPAL CORPORATION OF THE CITY OF MOOSE JAW ENACTS AS FOLLOWS:

#### Amendments

- 1 Bylaw No. 5152, Sewer and Water Utility Bylaw is amended in the manner set forth in this Bylaw.

#### PART V – SEWER AND WATER SERVICE CONNECTIONS

##### Definitions re: sewer and water service connections

- 2 That the following subsection 2 be added to section 26:

##### **Ownership: sewer and water service connection**

- 26.1** Sewer and water service connection ownership is defined as follows:

(a) The City owns the water service connection from the water main to the property line;

(b) The property Owner owns the water service connection from the property line to the building and the sewer connection from the sewer main to the building.

##### Reconstruction of Sewer and/or Water Service Connections

- 3 That the following subsection 3 be added to section 29:

29(3) Sewer and water services in a common trench at the end of life shall be replaced at the same time to the standard of the day.

##### Cost of constructing or reconstructing service connections

- 4 That subsection 30(2) 30 be deleted and replaced with:

30(2) The City's cost of constructing or reconstructing a sewer and/or water service connection shall be calculated in accordance with Schedule "C" for the works set forth therein.

- 5 That subsection 30(4) be deleted.

**Installation of sewer line cleanout**

- 6 That subsection 30.1 (3) be deleted and replaced with:

30.1 (3) The fee payable by a property owner to the City for the installation of an external sewer line cleanout by the City shall be calculated in accordance with Schedule "C" for the works set forth therein.

- 7 That subsection 30.1 (4) be deleted and replaced with:

30.1 (4) The City Engineer may require any person making application for the installation of an external sewer line cleanout to provide a deposit to the City in the amount of the cost calculated in accordance with this section.

- 8 That subsection 30.1 (5) be deleted.

**Sanitary sewer maintenance**

- 9 That subsection 30.2(1) be deleted and replaced with:

30.2(1) Property Owners and consumers shall be responsible for the maintenance of all sanitary sewer lines within a building and from the building to the sanitary sewer main line.

- 10 That subsection 30.2(2)(3)(4)(5) be deleted.

**Costs adjusted for reconstruction of certain service connections**

- 11 That section 32 be deleted and replaced with:

Notwithstanding any other provision of this Bylaw, the Owners of a lot within the City of Moose Jaw where no-corrode pipe was used to construct sanitary sewer connections shall only be responsible for that portion of the cost to reconstruct such connection set forth below and the remainder shall be borne by the City at large:

<u><b>Year of Replacement</b></u>	<u><b>Percentage to be borne by Property Owner</b></u>
2018	64%
2019	66%
2020	68%
2021	70%

2022	72%
2023	74%
2024	76%
2025	78%
2026	80%
2027	82%
2028	84%
2029	86%
2030	88%
2031	90%
2032	92%
2033	94%
2034	96%
2035	98%
2036	100%

### **Schedule Repealed**

- 12 Schedule C is hereby repealed, and Schedule "C" attached to this Bylaw is substituted therefore.

### **Coming into Force**

- 13 This Bylaw comes into force on the day of passage.

READ A FIRST TIME the 10<sup>th</sup> day of September, 2018

READ A SECOND TIME the 10<sup>th</sup> day of September, 2018

READ A THIRD TIME AND PASSED \_\_\_\_\_, 2018

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

## **Schedule “C”**

### **Bylaw No. 5152, Sewer and Water Utility Bylaw**

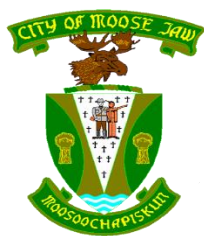
*(As Amended by Bylaw No. 5564)*

#### **Cost of Constructing or Reconstructing Service Connections**

1. Construction and reconstruction of service connections will be performed on a cost recovery basis based on ownership as defined in section 26.1.
2. A maximum upset limit of reconstruction cost to the property Owner shall be \$15,000.

#### **Cost of Installing Sanitary Sewer Cleanout**

3. External sewer cleanouts will be installed on a cost recovery basis based on ownership as defined in section 26.1.



# City of Moose Jaw

## COMMUNICATION# CC-2019-0195

**TITLE:** Bylaw No. 5600, Procedure Bylaw Amendment, 2019 (2)

**TO:** City Council

**FROM:** City Clerk/Solicitor's Department

**DATE:** 3 October 2019

**PUBLIC:** PUBLIC DOCUMENT

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### **RECOMMENDATION**

THAT City Council give 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reading to Bylaw No. 5600, Procedure Bylaw Amendment, 2019 (2).

Note: If City Council is inclined to support the Bylaw and clause-by-clause debate is not required, the following motion would be in order, while in Committee of the Whole (Bylaws):

*"THAT clause-by-clause consideration of the Bylaw be and is hereby dispensed with and that the said Bylaw be approved in its entirety."*

### **TOPIC AND PURPOSE**

The purpose of the proposed Bylaw is to pose potential process improvements for meeting management. The focus for changes would be to hear appeals by delegations earlier in the City Council agenda, rather than in Executive Committee.

### **BACKGROUND**

The City's Procedure Bylaw effectively operates as the constitution for City governance. It sets out the decision-making processes used to manage and direct the business of the City. As a foundational document it requires a two-thirds majority for any amendment.

In the last year, the City has gone to a schedule of holding both Council and Executive meetings on the second and fourth Mondays monthly. Essentially this means holding four meetings over two nights.



## **DISCUSSION**

One of the unintended consequences of the new schedule is that citizen appeals, which are normally routed to Executive Committee in accordance with section 43(7), are delayed to the second meeting, which can result in citizens waiting a long time to be heard. The logic for appeals being heard in Executive Committee had been that the non-televised forum of the more casual meeting setting in the Scoop Lewry Room was less intimidating to participants. As meetings are now held in Council Chambers and televised, the reasoning no longer exists.

As such, it is Administration's recommendation that the section be amended to move appeals to section 33(7) **Part III Committee of the Whole, Communications and petitions**, of regular City Council. This will eliminate long waits for citizen applicants. The exception to this clause would be when an exemption under LA FOIP requires the matter to be dealt with in-camera. Those matters, of necessity, would be required to be dealt with in Executive Committee.

## **OPTIONS TO RECOMMENDATION**

Not applicable to this report.

## **ATTACHMENTS**

1. Bylaw No. 5600, Procedure Bylaw Amendment, 2019 (2)

## **REPORT APPROVAL**

Written by: Tracy Wittke, Assistant City Clerk  
 Reviewed by: Myron Gulka- Tiechko, City Clerk/Solicitor  
 Approved by: Jim Puffalt, City Manager  
 Approved by: Fraser Tolmie, Mayor

*To be completed by the Clerk's Department only.*

Presented to Regular Council or Executive Committee on \_\_\_\_\_.

No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

**Report Approval Details**

Document Title:	Bylaw No. 5600, Procedure Bylaw Amendment 2019 (2) - CC-2019-0195.docx
Attachments:	- BYLAW NO. 5600 - PROCEDURE BYLAW AMENDMENT, 2019 (2).docx
Final Approval Date:	Oct 6, 2019

This report and all of its attachments were approved and signed as outlined below:

**No Signature - Task assigned to Tracy Wittke was completed by assistant Maureen Latta**

Tracy Wittke



Myron Gulka-Tiechko



Jim Puffalt



Fraser Tolmie

## BYLAW NO. 5600

### PROCEDURE BYLAW AMENDMENT, 2019 (2)

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THE MUNICIPAL CORPORATION OF THE CITY OF MOOSE JAW ENACTS AS FOLLOWS:

#### **The Procedure Bylaw amended**

1. Bylaw No. 5176 is amended in the manner set forth in this Bylaw.

#### **Section 33 amended**

2. Section 33 is amended by:  
**Communications and petitions**
  - (7) adding "Where an aggrieved citizen wishes to appeal an action of the City and no other appeal forum is available, the forum shall be City Council with the exception for the appeal to be heard during Executive Committee if an exemption in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act* exists."

#### **Section 43 amended**

3. Section 43 is amended by:  
**Executive Committee established**
  - (7) deleting "Where an aggrieved citizen wishes to appeal an action of the City and no other appeal forum is available, the forum shall be the Executive Committee."

#### **Coming into force**

4. This Bylaw comes into force and effect on the date of passage.

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MAYOR

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CITY CLERK

READ a first time the 15<sup>th</sup> day of October, 2019.

READ a second time the 15<sup>th</sup> day of October, 2019.

READ a third time the        day of        , 2019.

## CITY OF MOOSE JAW ANSWER TO ENQUIRY

**DATE:** August 21, 2019

**File No. 400-3**

**TO:** City Council

**FROM:** Department of Engineering

**SUBJECT:** Answer to Enquiry #10 of 2019 - Outstanding Council Motions

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At the regular meeting of City Council held on July 8<sup>th</sup>, 2019, Councillor Warren submitted the following written enquiry:

*"There are several outstanding Council motions in the queue for one year or more that were to come to Council in June 2019.*

- 1. Winter Maintenance Policy*
- 2. Road Repair Policy*
- 3. Water and Sewer Construction Division*
- 4. Local Improvement Program for Paving Gravel Roads.*

*"When will these items be brought to Executive Committee for consideration?"*

The following is the tentative schedule for these reports.

- Winter Maintenance Policy – Report to City Council for October 15, 2019 meeting.
- Water and Sewer Construction Division – Report to City Council for October 15, 2019 meeting.
- Local Improvement Program for Paving Gravel Roads Report – Report to City Council on policy for October 21, 2019 Strategic Planning meeting.
- Road Repair Policy – Given work loads, the subject of this motion, the current season, and the importance of getting this Policy updated and correct this will be delivered in the first quarter of 2020. Research has been completed to some degree.

Please note that there are several other reports that are being drafted for Council decisions. These include but are not limited to: Advanced Water Metering Infrastructure Options - October; Paratransit Scheduling Issues – November; Recycling and Plastic Bag Ban – October.

### **REPORT APPROVAL**

Written by: Joshua Mickleborough, Director of Engineering

Reviewed by: Tracy Wittke, Assistant City Clerk  
Myron Gulka-Tiechko, City Clerk/Solicitor

Approved by: Jim Puffalt, City Manager

Approved by: Fraser Tolmie, Mayor

**Report Approval Details**

Document Title:	Councillor Warren Enquiry RE Outstanding Council Motions - CC-2019-0156.docx
Attachments:	
Final Approval Date:	Oct 8, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke



Jim Puffalt



Fraser Tolmie