

Wakamow Valley

MOOSE JAW'S RIVER HERITAGE

276 Home St. E., P.O. Box 1266, Moose Jaw, Saskatchewan, S6H 4P9

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RECEIVED
AUG 29 2019

August 28, 2019

City of Moose Jaw
Department of Parks and Recreation
Attention: Derek Blais
228 Main St. N.
Moose Jaw, SK
S6H 3J8

Re: 2020 Annual Funding – Request for information

Dear Ms. Blais

In response to your correspondence date August 1, 2019 requesting the Wakamow Valley Authority (WVA) 2020 operating budget. WVA has forwarded our 2019-2020 Operating budget to the City of Moose Jaw and will be beginning our planning in January for the 2020-2021 budget.

This letter is requesting that Wakamow would receive an annual Cost-of-Living adjustment (COLA) for our 2020 Operating budget from the City of Moose Jaw.

Should you require more information please do not hesitate to contact our office.

Thank you for including Wakamow Valley Authority in your 2020 budget planning.

Yours truly,

Todd Johnson, MBA
General Manager
Wakamow Valley Authority

**Wakamow Valley Authority
OPERATING BUDGET
2019-2020**

2019-2020
Budget

REVENUES

Statutory Funding		
	City of Moose Jaw	323,148
	Province	-
	RM 161- Moose Jaw	5,000
Work Programs		
	Employment Grants	18,000
Other		
	Sportsman's Centre Rental	35,000
	Events Committee	10,000
	Kiwanis River Park Rentals	30,000
	Kinsmen Wellesly Park Rentals	5,000
	Kiwanis River Park City Funds	8,770
	Connor Park Rentals	12,000
	Lion's River Rentals	200
	Plaxton's Lake Rental	200
	Canoe Rental Contract	1,200
	Campground Site Rentals	160,000
	Campground Concession Sales	5,000
	Reekie Residence	7,800
	Permit Administration Fees	2,000
	Chair/Table Rentals	3,000
	Interest	4,000
	Major Fund Raising Special Events	15,000
	Free Events Sponsorships	7,300
	Minor Capital Grants	-
	Maintenance Related Revenue	2,500
	Park Sponsorship	2,000
	Sundry	-
	Community Food Farm	55,000
	From 21st Century Fund	20,000
Total Operating Fund Revenue		732,148

**Wakamow Valley Authority
OPERATING BUDGET
2019-2020**

Proposed
2019-2020
Budget

EXPENDITURES

Administration:	Salaries	119,640	
	Student Wages	-	
	MERC & Benefits	18,446	
Facilities (Office & Hall)			
	Taxes/Power/Telephone/Postage	17,490	carbon tax
	Travel	500	
	Office Supplies	4,300	
	Office Equipment	1,000	
	Insurance	8,000	
	Events Committee	2,000	
	Major Fundraising Special Events	5,000	
	Free Events	5,000	
	Kiwanis River Park Lodge/Pavilion	17,600	
	Kiwanis River Park Lodge/Pavilion Insurance	3,000	
	Reserve Fund for Major Repairs	3,000	
	Reekle Residence	1,000	
	Hall Operations	19,500	
	Hall Improvements	2,500	
	Hall Maintenance	8,500	
	Hall Insurance	3,500	
	Reserve Fund for Major Repairs	4,000	
Maintenance Staff			
	Management Maintenance (Development/Maintenance)	60,000	
	Maintenance Seasonal Wages	129,009	2.00%
	MERC & Benefits	30,603	
	Student Employment	-	
	Security/Safety Clothing Allowance	2,000	
Park Facilities			
	Utilities	18,150	
	Vehicles	18,000	
	Maintenance	35,000	
	Improvements	5,000	
	Equipment	8,000	
	Insurance	6,500	

**Wakamow Valley Authority
OPERATING BUDGET
2019-2020**

		Proposed 2019-2020 <u>Budget</u>
River Park Campground		
	Camp Host Contract	15,000
	Maintenance Labour	30,290
	Student Labour	24,112
	Utilities/Maintenance/Concession/Bank	23,500
	Advertising	3,000
	Equipment/Improvements	5,000
	Capital Reserve	5,000
	Insurance	1,350
Committees		
	Events Committee	500
	Advisory Committee	500
Other		
	Memberships/Education	3,000
	Audit	10,500
	Professional Development/Consulting	5,000
	Legal	2,000
	Bank Charges	2,500
	Sundry/Volunteer/Staff Recognition	4,000
	Advertising/Brochure	500
	Website	1,000
	Promotion/Travel	5,000
	Community Food Farm	55,000
	Transfer to reserve re future improvements	2,000
TOTAL EXPENSE		<u><u>754,990</u></u>
NET SURPLUS (DEFICIT)		<u><u>- (22,872)</u></u>

FINANCIAL STATEMENTS

Wakamow Valley Authority
Moose Jaw, Saskatchewan

March 31, 2019



Professional Accountants

INDEPENDENT AUDITORS' REPORT

To: The Members of
Wakamow Valley Authority

Opinion

We have audited the accompanying financial statements of the Wakamow Valley Authority which comprise the statements of financial position as at March 31, 2019, and the statements of financial activities, financial balances and cash flows for the year then ended.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Wakamow Valley Authority as at March 31, 2019, and its financial position and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but it is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

INDEPENDENT AUDITOR'S REPORT, continued

Auditor's Responsibilities for the Audit of the Financial Statements (Cont'd)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

MANAGEMENT RESPONSIBILITY STATEMENT

The management of the Wakamow Valley Authority is responsible for preparing the financial statements, the notes to the financial statements and other financial information contained in this annual report.

Management prepares the financial statements in accordance with Canadian accounting standards for not-for-profit organizations. The financial statements are considered by management to present fairly the Organization's financial position and results of operations.

Management, in fulfilling its responsibilities, has developed and maintains a system of internal accounting controls designed to provide reasonable assurance that management assets are safeguarded from loss or unauthorized use, and that the records are reliable for preparing the financial statements.

The financial statements have been reported on by Benson Trithardt Noren Professional Accountants, the organizations auditors. Their report outlines the scope of their examination and their opinion on the financial statements.

CEO



BTN

Professional Accountants

Wakamow Valley Authority

STATEMENT OF FINANCIAL POSITION

As at March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	Wakamow 21st Century Fund	2019 Total	2018 Total
ASSETS						
CURRENT						
Cash and equivalents (note 3)	\$ 298,347	\$ -	\$ 305,818	\$ 900,853	\$ 1,505,018	\$ 1,471,126
Accounts receivable and prepaid expenses	30,876	-	-	-	30,876	30,938
GST receivable	11,849	-	-	-	11,849	8,341
	341,072	-	305,818	900,853	1,547,743	1,510,405
CAPITAL PROJECTS (note 4)	-	3,022,368	-	-	3,022,368	2,951,236
	\$ 341,072	\$ 3,022,368	\$ 305,818	\$ 900,853	\$ 4,570,111	\$ 4,461,641

Wakamow Valley Authority

STATEMENT OF FINANCIAL POSITION

As at March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	Wakamow 21st Century Fund	2019 Total	2018 Total
LIABILITIES						
CURRENT						
Accounts payable and unearned revenue (note 5)	\$ 217,057	\$ -	\$ -	\$ -	\$ 217,057	\$ 110,777
NET ASSETS BEFORE INTERFUND TRANSFERS	124,015	3,022,368	305,818	900,853	4,353,054	4,350,864
INTERFUND TRANSFERS						
Due from other funds	1,147,411			90,745	1,238,156	1,060,131
Due to other funds	(124,225)		(1,113,931)		(1,238,156)	(1,060,130)
FINANCIAL POSITION	\$ 1,147,201	\$ 3,022,368	\$ (808,113)	\$ 991,598	\$ 4,353,054	\$ 4,350,865
FINANCIAL POSITION COMPRISES						
NET ASSETS - INVESTED IN CAPITAL PROJECTS	\$ -	\$ 3,022,368	\$ -	\$ -	\$ 3,022,368	\$ 2,951,236
NET ASSETS - RESTRICTED	-	-	-	-	-	-
NET ASSETS - UNRESTRICTED	1,147,201	-	(808,113)	991,598	1,330,686	1,399,630
	\$ 1,147,201	\$ 3,022,368	\$ (808,113)	\$ 991,598	\$ 4,353,054	\$ 4,350,866

APPROVED ON BEHALF OF THE BOARD:

BTN

Wakamow Valley Authority

STATEMENT OF FINANCIAL BALANCES

For the year ended March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	Wakamow 21st Century Fund	2019 Total	2018 Total
NET ASSETS - BEGINNING OF YEAR	\$ 1,124,340	\$ 2,951,236	\$ (694,584)	\$ 969,873	\$ 4,350,865	\$ 4,268,562
EXCESS OF REVENUE OVER EXPENDITURES	22,861	71,132	(113,529)	21,725	2,189	82,303
NET ASSETS - END OF YEAR	\$ 1,147,201	\$ 3,022,368	\$ (808,113)	\$ 991,598	\$ 4,353,054	\$ 4,350,865

Wakamow Valley Authority

STATEMENT OF FINANCIAL ACTIVITIES

For the year ended March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	Wakamow 21st Century Fund	2019 Total	2018 Total
REVENUES						
Statutory assessments (note 5)	\$ 332,912	\$ -	\$ -	\$ -	\$ 332,912	\$ 321,498
PDAP funding	-	-	-	-	-	5,252
Grants	52,785	-	29,575	-	82,360	55,513
Interest	3,448	-	5,344	21,725	30,517	20,321
Facility rentals	231,666	-	-	-	231,666	238,607
Donations	-	-	75,715	-	75,715	77,580
Event and other income	75,377	-	-	-	75,377	164,642
	<u>696,188</u>	<u>-</u>	<u>110,634</u>	<u>21,725</u>	<u>828,547</u>	<u>883,413</u>
EXPENDITURES (see schedule)						
Personnel	199,376	-	-	-	199,376	191,738
Facilities	126,370	-	-	-	126,370	116,401
Park services	320,963	-	-	-	320,963	303,050
Event, administration and sundry	38,531	-	-	-	38,531	42,030
	<u>685,240</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>685,240</u>	<u>653,219</u>
AMORTIZATION OF CAPITAL PROJECTS						
	<u>-</u>	<u>167,059</u>	<u>-</u>	<u>-</u>	<u>167,059</u>	<u>140,293</u>
	<u>685,240</u>	<u>167,059</u>	<u>-</u>	<u>-</u>	<u>852,299</u>	<u>793,512</u>
NET BEFORE INTERNAL TRANSFERS						
	<u>10,948</u>	<u>(167,059)</u>	<u>110,634</u>	<u>21,725</u>	<u>(23,752)</u>	<u>89,901</u>
TRANSFERS						
Inter Fund Transfer	<u>11,913</u>	<u>238,191</u>	<u>(224,163)</u>	<u>-</u>	<u>25,941</u>	<u>(7,598)</u>
EXCESS OF REVENUE OVER EXPENDITURES						
	<u>\$ 22,861</u>	<u>\$ 71,132</u>	<u>\$ (113,529)</u>	<u>\$ 21,725</u>	<u>\$ 2,189</u>	<u>\$ 82,303</u>

Wakamow Valley Authority

STATEMENT OF CASH FLOWS

For the year ended March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	21st Century Fund	2019 Total	2018 Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Excess (deficiency) of revenues over expenditures for the year	\$ 22,861	\$ 71,132	\$ (113,529)	\$ 21,725	\$ 2,189	\$ 82,300
Item not affecting cash						
Amortization	-	167,059	-	-	167,059	140,293
	22,861	238,191	(113,529)	21,725	169,248	222,593
Change in non-cash working capital items						
Accounts receivable and prepaid expenses	62	-	-	-	62	15,434
Accounts payable and unearned revenues	106,280	-	-	-	106,280	(109,673)
GST receivable	(3,508)	-	-	-	(3,508)	5,448
	125,695	238,191	(113,529)	21,725	272,082	133,802
CASH FLOWS FROM INVESTING ACTIVITIES						
Interfund transfer	(178,025)		178,025	-		
Purchase of property, plant and equipment	-	(238,191)	-	-	(238,191)	(148,320)
NET INCREASE (DECREASE) IN CASH	(52,330)	-	64,496	21,725	33,891	(14,518)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	350,677	-	241,322	879,128	1,471,127	1,485,645
CASH AND EQUIVALENTS - END OF YEAR	\$ 298,347	\$ -	\$ 305,818	\$ 900,853	\$ 1,505,018	\$ 1,471,127

Wakamow Valley Authority

SCHEDULE OF EXPENDITURES

For the year ended March 31, 2019

	Operating Fund	Capital Projects Fund	Reserve Fund	Wakamow 21st Century Fund	2019 Total	2018 Total
PERSONNEL						
Administrative payroll	\$ 162,652	\$ -	\$ -	\$ -	\$ 162,652	\$ 139,945
Other payroll and benefits	36,724	-	-	-	36,724	51,793
	<u>\$ 199,376</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 199,376</u>	<u>\$ 191,738</u>
FACILITIES						
Property taxes (note 6)	\$ 2,510	\$ -	\$ -	\$ -	\$ 2,510	\$ 2,737
Telephone and power	16,085	-	-	-	16,085	10,574
Supplies	5,612	-	-	-	5,612	6,739
Insurance	12,086	-	-	-	12,086	9,748
Hall operating costs	29,245	-	-	-	29,245	27,123
Kiwanis River Park Pavilion expenses	18,053	-	-	-	18,053	13,035
Campground	42,779	-	-	-	42,779	46,445
	<u>\$ 126,370</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 126,370</u>	<u>\$ 116,401</u>
PARK SERVICES						
Maintenance and supervision payroll	\$ 189,291	\$ -	\$ -	\$ -	\$ 189,291	\$ 174,535
Other payroll and benefits	24,141	-	-	-	24,141	23,119
Utilities	29,544	-	-	-	29,544	16,265
Landscape maintenance	77,987	-	-	-	77,987	89,131
PDAP expenses	-	-	-	-	-	-
	<u>\$ 320,963</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 320,963</u>	<u>\$ 303,050</u>
EVENT, ADMINISTRATION AND SUNDRY						
Professional fees	\$ 11,098	\$ -	\$ -	\$ -	\$ 11,098	\$ 10,771
Event, advertising, travel and sundry	27,433	-	-	-	27,433	31,259
	<u>\$ 38,531</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,531</u>	<u>\$ 42,030</u>



Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

1. NATURE OF OPERATIONS

The Authority is constituted as a corporate body under *The Wakamow Valley Authority Act*, an Act of the Government of the Province of Saskatchewan. Various sections of legislation were proclaimed in force effective March 31, 1981, December 14, 1981 and March 1, 1986, while some sections are yet to be proclaimed.

The Authority's primary purpose is to co-ordinate the use, development, conservation, promotion, research, maintenance and improvement of public land in its management and advisory areas of the river valley.

2. SIGNIFICANT ACCOUNTING POLICIES

The financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are detailed as follows:

Fund accounting

The Authority maintains accounts in accordance with the principles of fund accounting. For financial reporting purposes, accounts with similar characteristics are reported within the same fund. The Authority currently has four funds – Operating Fund, Capital Projects Fund, Reserve Fund and Wakamow 21st Century Fund.

Operating Fund – to facilitate accounting for the current operating revenues and expenditures relating to the usual day-to-day activities of the Organization.

Capital Projects Fund – to facilitate accounting for the capital assets and debts related to capital assets and development of the Organization.

Reserve Fund – to facilitate accounting for the repairs and renovations to campgrounds and buildings as needed.

Wakamow 21st Century Fund – to facilitate accounting for investments intended for major capital projects or to supplement general operating expenses of the Organization as needed. The Fund balance is to never fall below \$750,000.

Revenue recognition

Revenues from government and agency grants are recorded as they are earned. Some grants are related to costs incurred and are recognized on a percentage of completion basis. Grants that are not contingent upon the completion of certain goals or expenditure levels are recognized as they become known.

Revenues from donations are recognized upon receipt.

Revenues from facility rentals are recognized as earned.

Interest revenue, event and other income is recognized as received or receivable.



Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

2. SIGNIFICANT ACCOUNTING POLICIES, continued

Investments

Investments are managed by an external professional investment manager, in accordance with the Investment Policy Statement for each portfolio as determined by the Organization. The investments in mainly mutual fund groups are initially and subsequently recorded at fair value, with the unrealized gain (loss) recorded in the statement of operations.

Transaction costs and management fees associated with the investments are expensed.

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions based on currently available information. Such estimates and assumptions may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the reporting date and the reported amounts of revenue and expenses during the fiscal period. Some of the more significant areas where estimates are used are in the valuation of accounts receivable, in the determination of useful lives and amortization rates of capital assets. Actual results could differ from those estimates and assumptions.

Financial instruments

The organization initially measures its financial assets and liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

The Authority's financial instruments consist of cash, accounts receivable, prepaid expenses, accounts payable and unearned revenues. These financial instruments are recorded at their carrying value which is comparable to their fair value due to the approaching maturity of these financial instruments.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Authority is exposed to credit risk from customers, however, the Authority activities are largely related to funding from government and government agencies which minimizes the concentration of credit risk.

Unearned revenue

Unearned revenue consists of municipal grants and for the upcoming quarter non-refundable hall rental deposits which relate to rental periods subsequent to the fiscal year end.

Reserves

The Authority maintains a Reserve for Future Expenditures within the operating fund to which amounts are allocated from operations. Amounts may be transferred from the reserve to current revenue to fund various expenditures at the discretion of the Board.

Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

2. SIGNIFICANT ACCOUNTING POLICIES, continued

Capital projects

Capital projects are recorded at cost in the Capital Fund. The Authority provides for amortization using the straight-line method at rates designed to amortize the cost of the capital projects over their estimated useful lives. Projects are amortized over 40 years, furnishings and equipment over 10 years and vehicles over 5 years. The annual amortization rates are as follows:

Plaxton's Lake	2.5%
Trans Canada Trail Bridge	2.5%
Kingsway Connors Park	2.5%
Devonian Trail	2.5%
Kinsmen Wellesley Park	2.5%
Lions River Park	2.5%
Rotary River Park	2.5%
Kiwanis River Park	2.5%
Kingsway Ecological Zone	2.5%
Acreage properties	2.5%
Reekie property	2.5%
Reekie Uplands	2.5%
Sportsman's Centre	2.5%
Maintenance building	2.5%
Multipurpose facility	2.5%
River Park	2.5%
Assiniboine Bridge	2.5%
Cree Bridge	2.5%
Churchill Park Trail	2.5%
Fence	2.5%
Low Level Crossing	2.5%
River Park Campground	2.5%
Furnishings and equipment	10.0%
Vehicles	20.0%

In the year of acquisition, full amortization is used.



Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

3. CASH AND EQUIVALENTS

	2019	2018
Operating Fund		
Petty Cash	\$500	\$500
Campground Float	300	300
Chequing Account	135,660	11,450
Savings Account	1,185	175,543
Lottery Funds	-	4,989
RBC Term Deposits	8,002	7,895
GIC's	152,700	150,000
	<u>298,347</u>	<u>350,677</u>
Reserve Fund		
RBC Term Deposits	305,718	241,221
Reserve Cash Float	100	100
	<u>305,818</u>	<u>241,321</u>
Wakamow 21 st Century Fund		
RBC Term Deposits	695,653	679,128
GIC's	205,200	200,000
	<u>900,853</u>	<u>879,128</u>

Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

4. CAPITAL PROJECTS

	2019		2018	
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Land	\$ 15,000	\$ -	\$ 15,000	\$ 15,000
McCaig Gardens	133,784	-	133,784	133,784
Plaxton's Lake	710,674	616,825	93,849	96,954
Trans Canada Trail Bridge	409,974	30,365	379,609	382,192
Kingsway Connors Park	559,999	316,896	243,103	199,768
Devonian Trall	476,830	408,330	68,500	80,421
Kinsmen Wellesley Park	160,281	52,319	107,962	87,469
Lions River Park	103,510	41,341	62,169	55,224
Rotary River Park	252,894	67,862	185,032	191,354
Kiwanis River Park	246,396	140,339	106,057	112,217
Kingsway Ecological Zone	11,669	8,707	2,962	3,254
Acreage properties	15,988	7,584	8,404	8,803
Reekie property	51,979	19,146	32,833	34,133
Reekie Uplands	19,670	8,649	11,021	11,513
Sportsman's Centre	609,680	240,947	368,733	383,975
Maintenance building	40,234	32,013	8,221	9,227
Multipurpose facility	524,049	201,955	322,094	335,195
Cooney property	5,000	-	5,000	4,500
River Park	149,427	117,482	31,945	35,681
Assiniboine Bridge	522,725	117,456	405,269	418,337
Cree Bridge	110,034	24,467	85,567	88,318
Churchill Park Trail	274,531	54,906	219,625	226,488
Fence	10,747	1,881	8,866	9,135
Low Level Crossing	71,993	1,800	70,193	-
River Park Campground	19,717	493	19,224	-
Furnishings and equipment	264,699	254,645	10,054	8,374
Vehicles	212,863	195,571	17,292	19,920
	<u>\$ 5,984,347</u>	<u>\$ 2,961,979</u>	<u>\$ 3,022,368</u>	<u>\$ 2,951,236</u>

BTN

Professional Accountants

Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS

For the year ended March 31, 2019

4. CAPITAL PROJECTS, continued

	2019	Additions	2018
Land	\$ 15,000	\$ -	\$ 15,000
McCaig Gardens	133,784	-	133,784
Plaxton's Lake	710,674	14,662	696,012
Trans Canada Trail Bridge	409,974	7,667	402,307
Kingsway Connors Park	559,999	57,334	502,665
Devonian Trail	476,830	-	476,830
Kinsmen Wellesley Park	160,281	24,500	135,781
Lions River Park	103,510	9,533	93,977
Rotary River Park	252,893	-	252,893
Kiwanis River Park	246,396	-	246,396
Kingsway Ecological Zone	11,669	-	11,669
Acreage properties	15,988	-	15,988
Reekie property	51,979	-	51,979
Reekie Uplands	19,670	-	19,670
Sportsman's Centre	609,680	-	609,680
Maintenance building	40,234	-	40,234
Multipurpose facility	524,049	-	524,049
Cooney property	5,000	-	5,000
River Park	149,427	-	149,427
Assiniboine Bridge	522,725	-	522,725
Cree Bridge	110,034	-	110,034
Churchill Park Trail	274,531	-	274,531
Fence	10,747	-	10,747
Low Level Crossing	71,993	71,993	-
River Park Campground	19,717	19,717	-
Furnishings and equipment	264,699	11,172	253,527
Vehicles	212,864	21,616	191,248
	<u>\$ 5,984,347</u>	<u>\$ 238,194</u>	<u>\$ 5,746,153</u>

BTN

Professional Accountants

Wakamow Valley Authority

NOTES TO THE FINANCIAL STATEMENTS
For the year ended March 31, 2019

5. ACCOUNTS PAYABLE AND UNEARNED REVENUE

	2019	2018
Trade payables	18,773	22,495
Payroll liabilities	56,707	85,193
Unearned statutory grants	82,662	-
Unearned food farm revenue	55,000	-
Unearned rental deposits	3,915	3,089
	<u>217,057</u>	<u>110,777</u>

6. FINANCING BY PARTICIPATING PARTIES

The participating parties of the Authority are the City of Moose Jaw and the Rural Municipality of Moose Jaw 161. The City agrees to contribute \$304,540 annually and the Rural Municipality agrees to contribute \$2,500 annually. The parties must review the contribution levels a minimum of every five years. The last review was completed in 2012/2013.

7. EXEMPTIONS FROM PROPERTY TAXES

Land and improvements which are owned by the Authority for park use are not subject to taxation for provincial, municipal or school purposes. Some taxes do apply, however, in regard to other facilities such as the hall and the shooting range.

8. LEASES

The Authority has entered into an agreement to lease a portion of the Reekie property to a third party for a term of three years commencing January 1, 2017. Compensation will be a combination of interior or exterior leasehold improvements and/or cash rent with the tenant being responsible for all utilities.

BTN

Professional Accountants



DEVELOPMENT, USE AND MAINTENANCE AGREEMENT

Agreement dated March 3, 2014

Between:

CITY OF MOOSE JAW, a municipal corporation continued pursuant to *The Cities Act* (the “City”)

- and -

WAKAMOW VALLEY AUTHORITY, a statutory corporation, incorporated pursuant to *The Wakamow Valley Authority Act* (the “Authority”)

WHEREAS the City is a participating party pursuant to *The Wakamow Valley Authority Act* (WVAAct), and owns property in the Wakamow Valley;

AND WHEREAS clause 11(f) of the WVAAct provides that the Authority may construct, maintain or operate any park, improvement or service facility;

AND WHEREAS subclause 11(g)(ii) of the WVAAct provides that the Authority may, with the consent of a participating party, maintain, develop, improve or build on any public land owned by that participating party;

AND WHEREAS the Authority wants to be responsible for landscape construction on and landscape maintenance and service maintenance respecting certain City owned property within the Wakamow Valley;

AND WHEREAS clause 11(i) of the WVAAct provides that on authority land, the Authority is authorized to establish, maintain and operate, or grant concessions or permission for the operation of, places of entertainment, amusement, recreation or refreshment or other places of public interest or accommodation, and may operate or grant permission for the operation of, a public information service respecting the activities or services of the Authority;

AND WHEREAS clause 11(n) of the WVAAct authorizes the Authority to do and authorize the doing of any things that are incidental or conducive to the attainment of its objects and purposes and the exercise of its power under this Act;

AND WHEREAS clause 11(m) of the WVAAct authorizes the Authority to enter any contract or agreement that it considers expedient or desirable in the exercise of any of its powers or the discharge of any of its duties under the Act;

AND WHEREAS section 64 of the WVAAct authorizes the Authority, for the whole or any purpose relating or incidental to Wakamow Valley or the land forming part of any road or street abutting the Wakamow Valley, enter into an agreement with any participating party; and

AND WHEREAS the City wants the Authority to exercise certain of its powers respecting certain City owned property in the Wakamow Valley and respecting certain road and streets within that City owned property, for which road and streets the City has authority pursuant to *The Cities Act* to direct, control and manage;

NOW THEREFORE, in consideration of the mutual covenants and agreements made in this Agreement, the parties agree as follows.

Definitions

- 1(1) In this Agreement, the words have the same meaning as in the WVAAct unless stated otherwise.
- (2) In this Agreement:
 - (a) **“Building”** means any building or structure used or occupied or intended for supporting or sheltering any use or occupancy and includes a portable shack or trailer that is situated within the City for more than 30 days and is not:
 - (i) in storage; or
 - (ii) a travel trailer.
 - (b) **“City Owned Properties”** means the land and the Buildings in Wakamow Valley which properties are owned by the City.
 - (c) **“Devonian Trail”** means the 4.2 kilometre paved recreation pathway and the land one meter wide on either side measured from the paved edges of the pathway, the location of which pathway is generally shown on the drawing attached as Schedule A to this Agreement.
- (3) For the purposes of this Agreement and pursuant to subclause 2(cc)(iii) of the WVAAct, the Authority is of the opinion that a building incidental to a park or used in connection with the operation of park includes buildings or structures associated with a:
 - (a) campground or campsite;
 - (b) canoe compound;
 - (c) maintenance building; or
 - (d) pavilion.

Administer and Maintain

- 2(1) Subject to the terms of this Agreement, the Authority:
 - (a) may administer, use and occupy the City Owned Properties listed in Schedule B attached to this Agreement;
 - (b) shall operate, be responsible for, and perform landscape maintenance respecting, the City Owned Properties listed in Schedule B;

- (c) unless otherwise set out in this Agreement, shall operate, be responsible for and maintain all Buildings and structures located in or on City Owned Properties listed in Schedule B; and
 - (d) may, with prior written notice to the City, undertake and/or perform landscape construction on the City Owned Properties listed in Schedule B, and thereafter shall perform the landscape maintenance thereon.
- (2) The Authority is responsible for locating all underground utilities or structures prior to making any excavations respecting the City Owned Properties.
 - (3) If the City is required to excavate a portion of City Owned Properties respecting City utilities, the City is not responsible for the replacement of any landscaping or concrete that may be disturbed as a result of the excavation.
 - (4) Upon request of the City, the Authority is responsible for the removal of any building or structure located on or over a utility, a road or a boulevard.
 - (5) The Authority shall obtain the permission of the City prior to undertaking any work or maintenance that may affect the surface drainage flow into the City's storm sewer system.
 - (6) Unless otherwise set out in the body of this Agreement, the authorities and obligations under this section are deemed effective respecting the particular City Owned Property and the Buildings and structures therein and thereon, as of the date set out in Schedule B related to that property.
 - (7) The authority to administer, use and occupy in subsection (1) includes but is not limited to the authority to establish, and thereafter maintain and operate, or grant concessions or permission for the operation of, places of entertainment, amusement, recreation or refreshment or other places of public interest or accommodation, respecting the City Owned Properties listed in Schedule B.
 - (8) The requirement to maintain in this section includes ordinary care, maintenance and repair.

Schedule C

- 3 Schedule C attached to this Agreement, entitled "Wakamow Land Transfer", is a drawing which shows the City Owned Properties listed in Schedule B to this Agreement as of the date of this Agreement.

Term

- 4 This Agreement shall commence as of the date of signing but shall deemed to have been commenced on July 11, 1983 and shall continue until terminated in accordance with this Agreement.

Expansion

- 5(1) The parties may agree to amend this Agreement to add additional City Owned Properties to the list of properties in Schedule B, which properties will become subject to the rights and obligations pursuant to this Agreement as of the date agreed to by the parties.

- (2) When the Authority wants to add additional City Owned Properties to the list of properties in Schedule B, the Authority shall provide written notice to the City requesting that the Agreement be amended and advise:
 - (a) which properties the Authority wants to add to Schedule B; and
 - (b) as of what date the Authority wants the additional properties to be subject to the Agreement.
- (3) Upon receipt of a notice under subsection (2), the City will have 60 days to respond to the request by providing a written notice to the Authority:
 - (a) agreeing to add to Schedule B the City Owned Properties listed in the Authority's notice as of the date(s) proposed in the notice; and
 - (b) advising that the City:
 - (i) is willing to agree to a revised list of City Owned Properties to be added to Schedule B; and/or
 - (ii) is willing to agree to a revised date(s) as to when the additional City Owned Properties would be added to Schedule B; or
 - (iii) does not want to amend the Agreement at that time.
- (4) Upon receipt of the written notice of the City under subsection (3), the Authority will, by written notice to the City, confirm whether the Authority wants to proceed by:
 - (a) amending the Agreement to add to Schedule B the list of City Owned Properties as of the dates set out in the City's notice under subsection (3); or
 - (b) withdrawing its request to amend the Agreement.
- (5) In the event the Authority confirms under subsection (4), that it wants to proceed to amend the Agreement, the City will, as soon as possible, in writing add to Schedule B the list of City Owned Properties that the parties agreed to add to the Agreement and will indicate on Schedule B the date(s) as to when the added properties will be subject to the rights and obligations under the Agreement, and thereafter the Agreement will be deemed to be amended.
- (6) The City will provide the Authority with a copy of the written addition to Schedule B in subsection (5).

Development

- 6(1) Notwithstanding section 5, the Authority will obtain the prior written consent of the City before constructing new, or additions to, any Building, structures or service facility located or to be located in or on the City Owned Property listed in Schedule B, which consent is wholly at the discretion of the City.

- (2) In the event the City agrees to the construction of any Buildings, structures or service facility under subsection (1), those Buildings and service facilities as well as all developments in the Wakamow Valley are subject to all the requirements of the City's applicable bylaws.
- (3) When the Authority undertakes construction under subsection (1) or undertakes construction of other buildings, structures or improvements to the City Owned Property, the Authority shall obtain industry standard insurance related to the construction.
- (4) The requirement for the industry standard insurance in subsection (3) will be a condition of the City's written consent under this subsection (1).
- (5) The insurance policy(ies) under this section shall:
 - (a) include the City as an additional insured;
 - (b) contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim over to which the insurer might otherwise be entitled against the City and persons for whom in law the City is responsible;
 - (c) include a provision for the City to be given not less than 30 days notice prior to cancellation or any material change in coverage, and in either event, the Authority shall secure and maintain alternate or replacement insurance prior to the effective date of cancellation or material change; and
 - (d) be in a form, amount and deductible approved by the City.
- (6) The requirements of section 2 respecting administration and maintenance of City Owned Properties apply equally to any developments of City Owned Properties under this section.

Devonian Trail

- 7 As of January 1, 1985, the Authority shall provide landscape construction, landscape maintenance and service maintenance on the portions of the Devonian Trail that cross "streets" as defined in *The Cities Act* and/or land owned by the City, whether the street or land is located within or outside the Wakamow Valley, which land includes but is not limited to:
 - (a) Surface Parcel No.104293818, Lot 12 Block 87 Plan OLD96, Ext. 14;
 - (b) Surface Parcel No. 135984583, Parcel BB Plan 101889793, Ext. 18;
 - (c) Surface Parcel No. 104297205, Parcel AA Plan 101889793, Ext. 34;
 - (d) Surface Parcel No. 104299948, Lot 26 Block 120 Plan 101889771, Ext. 23; and
 - (e) Surface Parcel No. 104299825, Lot 24 Block 120 Plan 101118079, Ext. 11.

City Maintenance

- 8(1) Notwithstanding section 5 or subsection 6(1), the City is responsible for landscape maintenance respecting City Owned Properties, which properties are not listed in Schedule B or part of the Devonian Trail.
- (2) The level of maintenance in subsection (1) will be wholly at the discretion of the City.
- (3) The City is not required to construct any improvements or service facilities, or perform landscape construction, on Authority Land within Wakamow Valley.
- (4) The City may develop cross country ski trails in Wakamow Valley and the City shall have access to the cross country ski trails for their maintenance and grooming.
- 9 The City shall provide snow clearing and street, sidewalk, curb and gutter repair and maintenance to the level of service as provided by the City as of December 17, 1984 for the roads in between Bank Street in the north to Lansing Street in the south and east and Highway #2 to the west.
- 10 The City shall provide snow clearing, street sweeping and asphalt repair and maintenance on:
- (a) the portion of the Devonian Trail starting at the intersection of Second Avenue NE and Manitoba Street for 800 feet in a southerly direction;
- (b) River Drive from 1st Avenue SE to Coteau Street;
- (c) Park Drive from River Drive to Wellesley Street;
- (d) Wellesley Street easterly to the pedestrian bridge over the Moose Jaw River; and
- (e) Wellesley Street westerly from the pedestrian bridge over the Moose Jaw River to Highway No. 2.
- 11 The Authority is responsible for landscape maintenance and service maintenance of all bollards and curbing that are installed as part of the landscape construction of the Devonian Trail.

Access

- 12(1) The City continues to have all rights of access and egress to City Owned Properties.
- (2) The Authority shall provide access and egress to Surface Parcel #112430843, Parcel C Plan 101185815, as described on Certificate of Title 99MJ07674 across City Owned Property.

Indemnity

- 13(1) The Authority shall indemnify and save harmless the City from and against all and any losses, costs, claims, demands, actions, damages, suits of any nature, liabilities and/or expenses in connection with the loss of life, personal injury or damage to persons or property: arising from any occurrence in, on or at the City Owned Properties; and/or arising

from the occupancy, use or administration of the City Owned Properties or any part thereof by the Authority or anyone for whom in law the Authority is responsible, or anyone permitted by the Authority to be in, on or at City Owned Properties; and/or arising from or occasioned wholly or in part by any act or omission of the Authority, its employees, agents, anyone for whom in law the Authority is responsible or anyone permitted by the Authority to be in, on or at City Owned Properties.

- (2) Where the City is, without fault on its own part, to be made a party to any litigation commenced against the Authority, then the Authority shall protect and hold the City harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the City in connection with such litigation.

Insurance

- 14(1) During the term of this Agreement, the Authority shall, at its own expense, secure and maintain, from an insurer allowed by law to issue insurance policies in Saskatchewan, the following policies of insurance covering the Authority in respect of its obligations under this Agreement:
- (a) a commercial general liability insurance policy for bodily injury (including death) and property damage, having a limit of not less than \$5,000,000 inclusive per occurrence, or any greater amount that may be required by the City from time to time, which policy shall provide for an endorsement for unlicensed vehicles and operation of attached machinery; and
 - (b) automobile (owned and non owned) third party liability insurance policy for bodily injury (including death) and property damage having a limit of not less than \$5,000,000 per occurrence, or any greater amount as required by the City from time to time, which insurance shall include passenger liability extension;
- (2) The insurance policies in this section shall include a provision for the City to be given not less than 30 days notice prior to cancellation or any material change in coverage, and in either event, the Authority shall secure and maintain alternate or replacement insurance prior to the effective date of cancellation or material change.
- (3) The insurance policies required by this section shall:
- (a) be in a form, amount and deductible approved by the City;
 - (b) contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim over to which the insurer might otherwise be entitled against the City and persons for whom in law the City is responsible;
 - (c) list the City as an additional insured; and
 - (d) provide that the City will be notified in writing of cancellation or changes to the policy at least 30 days prior to such cancellation or change.
- (4) Annually or upon request, the Authority shall provide the City a certified copy of the insurance policies required by this section.

- (5) If the Authority fails to secure or to maintain policies of insurance required by this section, or fails to prove the existence of such policies, the City may purchase on behalf of and at the expense of the Authority, the required insurance coverage.
 - (6) Nothing contained in this section or in any policy of insurance required by this Agreement shall in any way limit the liability of the Authority under this Agreement or otherwise in law.
 - (7) The City is not responsible for any property insurance for the damage or destruction of buildings, structures improvements or contents or any other insurance unless specifically set out in this Agreement.
- 15 Sections 13 and 14 shall survive the termination or expiration of this Agreement.

Termination

- 16(1) Either party may terminate the Agreement by providing the other party one year's written notice of the intention to terminate.
- (2) Notwithstanding subsection (1), the City may terminate the Agreement with 60 days prior written notice if the Authority is, in the opinion of the City, in violation of any of the terms of this Agreement, and the violation has not been remedied within those 60 days.
 - (3) Upon termination of this Agreement for whatever reason, the City may re-enter and take possession of all land, Buildings and improvements located on City owned property as of the date of termination.

Notice

- 17(1) Any notice, request or other writing required or permitted to be given to either party pursuant to this Agreement will be in writing and may be delivered to the other party in person, or by sending it by fax or by prepaid registered mail, addressed:

the City

City Clerk/Solicitor
 City of Moose Jaw
 228 Main Street North
 Moose Jaw, Saskatchewan
 S6H 3J8
 Fax: (306) 692-4518
 email: cclerks@moosejaw.ca

to the Authority

276 Home Street East
 P.O. Box 1266
 Moose Jaw, Saskatchewan
 S6H 4P9
 Fax: 306-692-2188
 email: Wakamow@sasktel.net

or such address as the parties may advise by notice.

- (2) A notice is deemed to be received on the following days:
 - (a) if a notice is hand delivered, such notice is deemed to be received on the date of delivery;

- (b) if a notice is sent by registered mail, such notice is deemed to be received three days following the date of such mailing;
- (c) if a notice is sent by facsimile transmission, such notice is deemed to be received on the day such facsimile transmission is sent;
- (d) if a notice is sent by email, such notice is deemed to be received on the date shown on the "read receipt" message from the party being notified; and
- (e) if postal service is interrupted or substantially delayed, all notices shall be hand-delivered or sent by facsimile or email during the period of such interruption or substantial delay.

Severability

18 If any provision or provisions of this Agreement is/are found to be illegal or unenforceable, such provision(s) shall be considered separate and severed from this Agreement and the remaining provisions shall remain in force and be binding upon the parties as if the illegal or unenforceable provision(s) had not been included in this Agreement.

Entire Agreement

19(1) This Agreement, including any schedules, constitutes the entire agreement between the parties relating to the subject matter herein and supersedes:

- (a) all prior agreements including the agreement between the parties dated July 11, 1983, which agreement was amended by amending agreements dated October 23, 1984; December 17, 1984; September 19, 1989; March 13, 1990; February 27, 1995 and December 13, 2001, which agreement and amendments are hereby cancelled and of no effect;
- (b) any undertakings, representations and understandings, written or oral, between the parties or their representatives.

(2) Notwithstanding subsection (1), this Agreement does not affect:

- (a) the Fee for Service Agreement between the parties dated April 27, 2006 respecting the Lodge in Kiwanis River Park; or
- (b) the acknowledged letters between the parties with respect to the transfer of the responsibility for buildings, structures, improvements and any other assets located on the portion of the River Park Campground located on Surface Parcel 104499287 Parcel PR1 Plan 87MJ17148, which property is owned by the Crown.

Arbitration

20(1) All matters in dispute under this Agreement may, by agreement of the parties, be submitted to arbitration to a single arbitrator appointed jointly by the parties.

(2) In the event the parties cannot agree to the arbitrator to be appointed, such arbitrator will be appointed by reference to a judge of the Queen's Bench Court of Saskatchewan.

(3) The award of the arbitrator will be final and binding upon the parties.

General

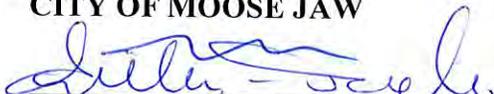
- 21 No amendment or modification to this Agreement shall be binding upon either party unless it is agreed to in writing and signed by the parties.
- 22 The parties shall execute such documents and do such things that may be necessary to carry out the intent of and give effect to the terms of this Agreement.
- 23 This Agreement may not be assigned without the consent of the other party.
- 24 Any waiver of any breach or any covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to be a general waiver of any right or benefit in any other instance.
- 25 This Agreement shall enure to the benefit of apply to and be binding upon the parties and their respective successors, administrators, executors and permitted assigns.
- 26 This Agreement shall be binding upon the parties hereto, their successors and assigns.
- 27 Notwithstanding the provisions of this Agreement, the Authority remains subject of all applicable laws and bylaws.

Applicable Law

- 28 This Agreement shall be governed by and construed according to the applicable laws of Saskatchewan and of Canada.
- 29 This Agreement shall be binding upon the parties hereto, their successors and assigns.

The parties have duly executed this Agreement by their proper signing officers as of the date written above.

CITY OF MOOSE JAW

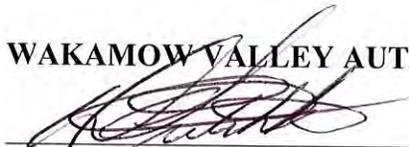


City Clerk

Mayor



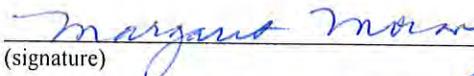
WAKAMOW VALLEY AUTHORITY



(signature) DON BUTENKO

CHAIR

(name and position - please print)



(signature) MARGARET MORAN

(name and position - please print)



Schedule A

Devonian Trail

Schedule A - Devonian Trail



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Created by: City of Moose Jaw information Technology GIS Area

Schedule B

Land Descriptions

Effective Date January 1, 1984 - Agreement Date July 11, 1983 (light blue/purple)

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104889853		A	V1328	1	70MJ01536A

Effective Date January 1, 1984 – Agreement Date October 23, 1984 (Pinkish Purple)

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104888289	8	1	V1328	0	85MJ13686
104888290	9	1	V1328	0	70MJ01536B
104888302	10	1	V1328	0	70MJ01536B
104888672	1	2	V1328	0	75MJ00245
104888683	2	2	V1328	0	75MJ00245
104888694	3	2	V1328	0	70MJ01536C
104888706	4	2	V1328	0	70MJ01536C
104888717	5	2	V1328	0	70MJ01536C
104888728	6	2	V1328	0	70MJ01536C
104888739	7	2	V1328	0	70MJ01536C
104888740	8	2	V1328	0	75MJ00246
104888751	1	3	V1328	0	70MJ09356
104892194	7	3	V1328	0	77MJ05735
104892206	8	3	V1328	0	77MJ05735
104892217	9	3	V1328	0	77MJ05735
104892228	10	3	V1328	0	77MJ05735
104892239	11	3	V1328	0	77MJ05735
104892240	12	3	V1328	0	77MJ05735
104888313	1	4	V1328	0	70MJ01536B
104888324	2	4	V1328	0	70MJ01536B
104888335	3	4	V1328	0	70MJ01536B
104888818	4	4	V1328	0	70MJ01536
104888346	5	4	V1328	0	70MJ01536B
104888357	6	4	V1328	0	70MJ01536B
104888368	7	4	V1328	0	70MJ01536B
104888379	10	4	V1328	0	70MJ01536B
104888380	11	4	V1328	0	70MJ01536B
104888391	4	5	V1328	0	70MJ01536B
104888403	5	5	V1328	0	70MJ01536B
104888414	6	5	V1328	0	70MJ01536B
104888425	7	5	V1328	0	70MJ01536B

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104888436	1	6	V1328	0	70MJ01536B
104888447	2	6	V1328	0	70MJ01536B
104888458	3	6	V1328	0	70MJ01536B
104888469	4	6	V1328	0	70MJ01536B
104888470	5	6	V1328	0	70MJ01536B
104888481	6	6	V1328	0	70MJ01536B
104888492	7	6	V1328	0	70MJ01536B
104888504	8	6	V1328	0	70MJ01536B
104888515	9	6	V1328	0	70MJ01536B
104888526	10	6	V1328	0	70MJ01536B
104888537	11	6	V1328	0	70MJ01536B
104888548	12	6	V1328	0	70MJ01536B
104889718	1	7	V1328	0	70MJ01536A
104889729	2	7	V1328	0	70MJ01536A
104889730	3	7	V1328	0	70MJ01536A
104889741	4	7	V1328	0	70MJ01536A
104889752	5	7	V1328	0	70MJ01536A
104889763	6	7	V1328	0	70MJ01536A
104889774	7	7	V1328	0	70MJ01536A
104889785	8	7	V1328	0	70MJ01536A
104889796	9	7	V1328	0	70MJ01536A
104889808	10	7	V1328	0	70MJ01536A
104889819	11	7	V1328	0	70MJ01536A
104889820	12	7	V1328	0	70MJ01536A
104889831	13	7	V1328	0	70MJ01536A
104889842	14	7	V1328	0	70MJ01536A
104889853		A	V1328	1	70MJ01536A

Effective Date January 1, 1990 – Agreement Date September 19, 1989 (Red)

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104499265		6	S2499	0	131OW
104514982		A	84MJ02504	0	84MJ04714
104499276		C	84MJ02504	0	84MJ04714
102548314	1	A	E1505	0	187TN
102513642	2	A	E1505	0	187TN
102545377	3	A	E1505	0	187TN
102545041	4	A	E1505	0	187TN
102545052	5	A	E1505	0	187TN
102577024	6	A	E1505	0	187TN
102577035	1	B	E1505	0	187TN
102577046	2	B	E1505	0	187TN
102577057	3	B	E1505	0	187TN
102577068	4	B	E1505	0	187TN
102577079	5	B	E1505	0	187TN
104334320	11	B	101133919	2	187TN
Ewert Street					
102545029	3	1	E1505	0	232TH
102577013	4	1	E1505	0	181TX
102577002	5	1	E1505	0	232TH
102576999	1	271	63MJ03288	0	83MJ00511
102576988	2	271	63MJ03288	0	79MJ07369
102576977	3	271	63MJ03288	0	79MJ10062
102576966	4	271	63MJ03288	0	78MJ09558
102576955	5	271	63MJ03288	0	79MJ14426
102576944	6	271	63MJ03288	0	78MJ03742
102576933	7	271	63MJ03288	0	80MJ04737
Wilton Ave from Russel Hill Crescent to Wellesley Street (between Block 5, 6 and 7 Plan R1941); Franklin Crescent; Lanes in Blocks 5 and 7, Plan R1941					
103503372	1	5	R1941	0	81MJ00391
103503226	2	5	R1941	0	81MJ00391
103503237	3	5	R1941	0	81MJ00391
104179574	4	5	R1941	0	77MJ20046
103503248	5	5	R1941	0	77MJ20046
103503259	6	5	R1941	0	75MJ07869
103503260	7	5	R1941	0	35ZC

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
103503271	8	5	R1941	0	35ZC
103503282	9	5	R1941	0	35ZC
103503316	10	5	R1941	0	35ZC
104179585	11	5	R1941	0	35ZC
103503293	12	5	R1941	0	35ZC
103503305	13	5	R1941	0	35ZC
103503338	14	5	R1941	0	35ZC
104179596	15	5	R1941	0	35ZC
103503327	16	5	R1941	0	35ZC
103503361	17	5	R1941	0	35ZC
103503181	4	6	R1941	0	80MJ08974
103503215	5	6	R1941	0	80MJ08974
103503204	6	6	R1941	0	79MJ07697
103503350	7	6	R1941	0	79MJ07697
166255566	1	7	R1941	0	TX47CNV
104932616	2	7	R1941	0	35ZC
104932627	3	7	R1941	0	35ZC
104932638	4	7	R1941	0	35ZC
104932649	5	7	R1941	0	35ZC
104932650	6	7	R1941	0	35ZC
104932661	7	7	R1941	0	35ZC
104932672	8	7	R1941	0	35ZC
104932683	9	7	R1941	0	35ZC
104932694	10	7	R1941	0	35ZC
104932706	11	7	R1941	0	35ZC
104932717	12	7	R1941	0	35ZC
104932728	13	7	R1941	0	35ZC
104932739	14	7	R1941	0	35ZC
104932740	15	7	R1941	0	35ZC
104932751	16	7	R1941	0	35ZC
104932762	17	7	R1941	0	35ZC
104932773	18	7	R1941	0	35ZC
104932784	19	7	R1941	0	35ZC
104932795	20	7	R1941	0	35ZC
104932807	21	7	R1941	0	35ZC
104932818	22	7	R1941	0	35ZC
104932829	23	7	R1941	0	35ZC
104932830	24	7	R1941	0	35ZC
104932841	25	7	R1941	0	35ZC

Effective Date January 1, 1989 – Agreement Date March 13, 1990 (yellow)

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104888885	1	8	V1328	0	88MJ02217
104904648	2	8	V1328	0	88MJ08483
104904659	3	8	V1328	0	88MJ08483
104904660	4	8	V1328	0	88MJ08483
104904671	5	8	V1328	0	88MJ08483
104904682	6	8	V1328	0	88MJ08483
104904693	7	8	V1328	0	88MJ08483
104904705	1	9	V1328	0	88MJ08483
104889280	2	9	V1328	0	84MJ15239
104904716	3	9	V1328	0	88MJ08483
104904727	4	9	V1328	0	88MJ08483
104904738	5	9	V1328	0	88MJ08483
104904749	6	9	V1328	0	88MJ08483
104904750	7	9	V1328	0	88MJ08483
104904761	8	9	V1328	0	88MJ08483
104904772	9	9	V1328	0	88MJ08483
104904783	10	9	V1328	0	88MJ08483
104904794	11	9	V1318	0	88MJ08483
104904806	12	9	V1328	0	88MJ08483
104904817	1	10	V1328	0	88MJ08483
104904828	2	10	V1328	0	88MJ08483
104904839	3	10	V1328	0	88MJ08483
104904840	4	10	V1328	0	88MJ08483
104904851	5	10	V1328	0	88MJ08483
104904862	6	10	V1328	0	88MJ08483
104904873	7	10	V1328	0	88MJ08483
104904884	8	10	V1328	0	88MJ08483
104904895	9	10	V1328	0	88MJ08483
104904907	1	11	V1328	0	88MJ08483
104904918	2	11	V1328	0	88MJ08483
104904929	3	11	V1328	0	88MJ08483
104904930	4	11	V1328	0	88MJ08483
104904941	5	11	V1328	0	88MJ08483
104904952	6	11	V1328	0	88MJ08483
104904963	7	11	V1328	0	88MJ08483
104904974	8	11	V1328	0	88MJ08483
104904985	9	11	V1328	0	88MJ08483
104904996	10	11	V1328	0	88MJ08483
104905009	11	11	V1328	0	88MJ08483
104905010	12	11	V1328	0	88MJ08483
104905021	13	11	V1328	0	88MJ08483
104905032	14	11	V1328	0	88MJ08483

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104905043	15	11	V1328	0	88MJ08483
104905054	16	11	V1328	0	88MJ08483
104905065	17	11	V1328	0	88MJ08483
104905076	18	11	V1328	0	88MJ08483
104905087	1	12	V1328	0	88MJ08483
104905098	2	12	V1328	0	88MJ08483
104905100	3	12	V1328	0	88MJ08483
104905111	4	12	V1328	0	88MJ08483
104889886	8	12	V1328	0	72MJ14082
104889314	9	12	V1328	0	72MJ10642
104889325	10	12	V1328	0	72MJ10642
104889336	11	12	V1328	0	72MJ10642
104889347	12	12	V1328	0	72MJ10642
104889358	13	12	V1328	0	72MJ10642
104889369	14	12	V1328	0	72MJ10642
104905122	15	12	V1328	0	88MJ08483
104905133	16	12	V1328	0	88MJ08483
104905144	17	12	V1328	0	88MJ08483
104889370	1	13	V1328	0	72MJ10643
104889381	2	13	V1328	0	72MJ10643
104889392	3	13	V1328	0	72MJ10643
104889404	4	13	V1328	0	72MJ10643
104889415	5	13	V1328	0	72MJ10643
104889426	6	13	V1328	0	72MJ10643

Effective Date January 1, 1995 – Agreement Date February 27, 1995 (blue)

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104932504	1	1	R1941	1	28WY
104932515	2	1	R1941	3	28WY
104932526	3	1	R1941	4	28WY
104932571	4	1	R1941	5	193ZX
104932537	5	1	R1941	6	28WY
104932582	6	1	R1941	7	28WY
104932593	7	1	R1941	8	28WY
104932548	8	1	R1941	9	28WY
104932559	9	1	R1941	10	28WY
104932560	10	1	R1941	11	28WY
Lane in Block 1, Plan R 1941; George Street; Riverside Drive from the south eastern boundary of Lot 22, Block 2, Plan R1941; along the boundary of Block 1, Plan 1941; along the western boundary of Block 2 ,Plan R9141 to Wellesley Street; and from the southern boundary of Wellesley Street to Russell Hill Crescent					
103496979	1	2	R1941	0	25ZD
103496924	2	2	R1941	0	140TX
103496913	3	2	R1941	0	140TX
103496902	4	2	R1941	0	140TX
103496890	5	2	R1941	0	140TX
103496889	6	2	R1941	0	140TX
103496980	11	2	R1941	0	85ZZ
103496744	12	2	R1941	0	85ZZ
103496755	13	2	R1941	0	104XT
103496766	14	2	R1941	0	104XT
103496777	15	2	R1941	0	104XT
103496788	16	2	R1941	0	206AFS
103496799	17	2	R1941	0	206AFS
103496801	18	2	R1941	0	206AFS
103496812	19	2	R1941	0	206AFS
103496823	20	2	R1941	0	206AFS
103496834	21	2	R1941	0	165ZZ
103496968	22	2	R1941	0	165ZZ
Lane in Block 2, Plan R 1941					
103496957	1	3	R1941	0	79MJ17255
103496733	2	3	R1941	0	79MJ17255
103496722	3	3	R1941	0	79MJ17255
103496711	4	3	R1941	0	79MJ17255
103496700	5	3	R1941	0	78MJ09572

Surface Parcel #	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104933471	6	3	R1941	2	77MJ18575
103496687	7	3	R1941	0	77MJ18575
104933482	8	3	R1941	3	77MJ18575
103497004	10	3	R1941	0	35ZC
103496610	11	3	R1941	0	35ZC
103496621	12	3	R1941	0	35ZC
103496632	13	3	R1941	0	35ZC
103496643	14	3	R1941	0	35ZC
103496654	15	3	R1941	0	35ZC
103496665	16	3	R1941	0	47TX
103496946	17	3	R1941	0	47TX
104933460	18	3	101101914	1	78MJ09572
Lane in Block 3; Russell Hill Crescent					
103496935	1	4	R1941	0	93MJ06649
103496609	2	4	R1941	0	117AHW
103496597	3	4	R1941	0	93MJ06649
103496586	4	4	R1941	0	93MJ06649
103496575	5	4	R1941	0	93MJ06649
103496564	6	4	R1941	0	93MJ06649
103497015	7	4	R1941	0	93MJ06649
	1-40	21	S3865		
	1-30	22	S3865		
	1-25	23	S3865		
	1-19	24	S3865		
	1-40	25	S3865		
	1-40	26	S3865		
	1-40	27	S3865		
	1-40	28	S3865		
	1-27	37	S3865		
	1-26	38	S3865		
	1-26	39	S3865		
	1-26	40	S3865		
The roads and lanes from and including 12th Avenue SE to 16th Avenue SE ¹ from the north boundary of Princess Street E to the southern City boundary, which roads and lanes are shown on Plan S3865					

¹ 16th Ave S.E. is shown as 7th Avenue S.E. in Schedule B

Effective Date January 1, 2001 – Agreement Date December 13, 2001 (purple)

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
135969924		NW29-16-26-2		1	79MJ00065
104491267		F	EX1556A	0	82MJ03586
104491234		M	CX345	0	95MJ10742
104334263		1	F1789	0	95MJ10739
111011443		A	101874607	1	95MJ10738 description 151
104374054		2	F1789	4	95MJ10741 description 4
104889448	1	25	V1328	0	68MJ04113
104889459	2	25	V1328	0	68MJ04113
104889460	3	25	V1328	0	68MJ04113
104889471	4	25	V1328	0	68MJ04113
105701486		X	65MJ07348	0	78MJ01642
104889640		26B	V1328	0	94MJ11221
104889684	11	27	V1328	0	00MJ09854
104889707	9	28	V1328	0	67MJ13906
104889695	8	28	V1328	0	67MJ13906
104889437		B	V1328	0	72MJ10643
112430876		C	EX1006	52	96MJ14041
102540743		SE29-16-26-2		0	95MJ10738

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104933448		A	R1941	11	72MJ101571
104516546		R	CX33	0	193ABA
104516524		R1	CX33	0	193ABA
102505564	1	12	CX33	0	78MJ01224
105092715	3	12	101113917	22	78MJ01224 description 22
104493607		13	CX126	0	89MJ03970A
104499164		14	CX126	0	89MJ03970A
104499153		15	CX126	0	89MJ03970A
104499175		16	CX126	0	89MJ03970A
103497352	1	D	G1209	0	89MJ03970
103497329	2	D	G1209	0	89MJ03970
103497330	3	D	G1209	0	89MJ03970
103497341	4	D	G1209	0	89MJ03970
102572644	1	18	CX126	0	78MJ00209
103497385	2	18	CX126	0	88MJ07524
103497374	3	18	CX126	0	88MJ04063
104179383	4	18	CX126	0	79MJ00327
Lane along the eastern boundary of Block 18 Plan CX126					
105029928		19	CX126	1	88MJ05635 description 1
105029939	20	19	101199955	2	88MJ02933 description 2
102505542	1	19	66MJ09836	0	88MJ05635A
102505531	10	19	66MJ09836	0	88MJ02934
105042956	1	21	EX1001	3	72MJ14083 description 3
102542745	2	21	EX1001	0	88MJ00682
102542756	3	21	EX1001	0	88MJ12581
105042978	4	21	EX1001	5	88MJ12581 description 5
104162240	5	21	EX1001	0	88MJ04653
102542778	6	21	EX1001	0	88MJ13160
102505485	7	21	EX1001	0	88MJ14111
105042967	8	21	101126090	4	88MJ00682 description 4
105042989	9	21	101126089	6	88MJ04653 description 6
105092445	6	1	CX33	24	75MJ16520 description 24
103505341	7	1	CX33	0	88MJ12577
105092557	10	1	CX33	4	88MJ12577 description 4
Evans Street					

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
103505127	13	3	CX33	0	79MJ09726
103505116	14	3	CX33	0	78MJ03745
103505105	15	3	CX33	0	78MJ03745
102542598	4	4	CX33	0	85MJ12312
102542600	5	4	CX33	0	85MJ12312
102542611	6	4	CX33	0	85MJ12312
102542622	7	4	CX33	0	85MJ12312
102542633	8	4	CX33	0	85MJ12312
Lane between Block 4 Plan CX33 and Block 19 Plan CX126 and Lot 1 Block 19 Plan 66MJ09836; Hilton Road; Lansing Street from Wellesley Street to Bank Street					
104493573		5	CX33	0	88MJ04259
Elm Street					
103504991	1	6	CX33	0	98MJ07413
102505665	2	6	CX33	0	98MJ07413
102505654	3	6	CX33	0	89MJ12580
105092580	4	6	CX33	9	88MJ12580 description 9
104162284	5	6	CX33	0	88MJ08377
102505632	6	6	CX33	0	87MJ14955
102505621	7	6	CX33	0	87MJ14955
102505610	8	6	CX33	0	89MJ00866
102505676	9	6	CX33	0	89MJ00866
104162295	10	6	CX33	0	88MJ03695
102505586	11	6	CX33	0	88MJ03695
104162273	12	6	CX33	0	88MJ04651
102505597	13	6	CX33	0	88MJ07522
102505609	14	6	CX33	0	88MJ07522
103505026	1	7	CX33	0	92MJ14672
102505799	2	7	CX33	0	00MJ12611
102505788	3	7	CX33	0	88MJ07523
102505777	4	7	CX33	0	88MJ10216
104162318	5	7	CX33	0	88MJ07520
102505766	6	7	CX33	0	98MJ08551
102505755	7	7	CX33	0	98MJ08554
102505698	11	7	CX33	0	88MJ07166
102505700	12	7	CX33	0	88MJ05987
105092636	13	7	CX33	14	88MJ09954 description 14
104162307	14	7	CX33	0	88MJ09954

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
102505722	15	7	CX33	0	88MJ02088
105092658	16	7	CX33	16	91MJ11552 description 16
102505744	17	7	CX33	0	91MJ11552
103505004	18	7	CX33	0	88MJ11243
105092625	19	7	CX33	13	101098559
105092647	20	7	CX33	15	88MJ02088 description 15
105092603	21	7	CX33	11	88MJ05366 description 11
103505037	1	8	CX33	0	90MJ10794
102505889	2	8	CX33	0	88MJ12578
102505890	3	8	CX33	0	88MJ01939
103504957	4	8	CX33	0	89MJ06668
103504968	5	8	CX33	0	89MJ16881
103505015	6	8	CX33	0	88MJ13442
102505834	7	8	CX33	0	00MJ11880
102505823	8	8	CX33	0	88MJ10215
102505812	9	8	CX33	0	84MJ15238
102505845	10	8	CX33	0	88MJ14622
102505856	12	8	CX33	0	91MJ09940
102505867	13	8	CX33	0	90MJ11968
105092669	14	8	CX33	17	90MJ11968 description 17
105092692	15	8	CX33	20	00MJ12360 description 20
103503136	16	8	CX33	0	90MJ13869
105092670	16	8	101188267	18	88MJ05988 description 18
105092681	17	8	101188267	19	88MJ05988 description 19
Lane along the eastern and southern boundaries of Lots 1 to 5, Block 8 Plan CX33					
103505093	1	9	CX33	0	89MJ03732
105092490	2	9	CX33	1	88MJ16592
103505059	3	9	CX33	0	88MJ10916
103505048	4	9	CX33	0	88MJ11871
103505060	1	10	CX33	0	88MJ05634
105092704	2	10	CX33	21	73MJ17676 description 21
103505352	3	10	CX33	0	73MJ17676
105092502	4	10	101188289	1	88MJ05634 description 1
Evans Street; Johnson Street					
104516568		A	85MJ02837	0	95MJ02067
104933516	2	17	101188537	6	229AFX description 6

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104933527	3	17	101188537	7	229AFX description 7
104933538	4	17	101188537	8	229AFX description 8
104491290		A	BA3400	0	95MJ10740
4 th Avenue South West along the eastern boundary of Parcel M, Plan CX345					
105042855		L	CX345	3	95MJ05503 description 3
105700542		G	EX1556A	55	96MJ12912 description 55
104889684	11	27	V1328	0	00MJ09854
104889303	6	12	V1328	0	80MJ07086
104933325	1	20	R1941	0	222XT
104933336	2	20	R1941	0	222XT
104933347	3	20	R1941	0	222XT
104933358	4	20	R1941	0	222XT
104933369	5	20	R1941	0	222XT
104933370	6	20	R1941	0	222XT
104933381	7	20	R1941	0	222XT
104933392	8	20	R1941	0	222XT
104933404	9	20	R1941	0	222XT
104933415	10	20	R1941	0	222XT
104933426	11	20	R1941	0	222XT
104933437	12	20	R1941	0	222XT
104932852	1	8	R1941	0	35ZC
104932863	2	8	R1941	0	35ZC
104932874	3	8	R1941	0	35ZC
104932885	4	8	R1941	0	35ZC
104932896	5	8	R1941	0	35ZC
104932908	6	8	R1941	0	35ZC
104932919	7	8	R1941	0	93MJ06649
104932920	8	8	R1941	0	93MJ06649
104932931	9	8	R1941	0	93MJ06649
104932942	10	8	R1941	0	93MJ06649
104932953	11	8	R1941	0	93MJ06649
104932964	12	8	R1941	0	93MJ06649
104932975	13	8	R1941	0	93MJ06649
104932986	14	8	R1941	0	93MJ06649
104932997	15	8	R1941	0	93MJ06649
104933000	16	8	R1941	0	93MJ06649
104933011	17	8	R1941	0	93MJ06649

Surface Parcel	Lot	Block/ Parcel	Plan	Extension	as described on Certificate of Title
104933022	18	8	R1941	0	93MJ06649
104933033	19	8	R1941	0	93MJ06649
104933044	20	8	R1941	0	93MJ06649
104933055	21	8	R1941	0	93MJ06649
104933066	22	8	R1941	0	93MJ06649
104933077	23	8	R1941	0	93MJ06649
104933088	24	8	R1941	0	93MJ06649
104933099	25	8	R1941	0	93MJ06649
104933101	26	8	R1941	0	222XT
104933112	27	8	R1941	0	222XT
104933123	28	8	R1941	0	222XT
104933134	29	8	R1941	0	222XT
104933145	30	8	R1941	0	222XT
104933156	31	8	R1941	0	222XT
104933167	32	8	R1941	0	222XT
104933178	33	8	R1941	0	222XT
104933189	34	8	R1941	0	222XT
104933190	35	8	R1941	0	222XT
104933202	36	8	R1941	0	222XT
104933213	37	8	R1941	0	222XT
104933224	38	8	R1941	0	222XT
104933235	39	8	R1941	0	222XT
104933246	40	8	R1941	0	222XT
104933257	41	8	R1941	0	222XT
104933268	1	9	R1941	0	222XT
104933279	2	9	R1941	0	222XT
104933280	3	9	R1941	0	222XT
104933291	4	9	R1941	0	222XT
104933303	5	9	R1941	0	222XT
104933314	6	9	R1941	0	222XT
Riverside Drive from the point where it intersects with Russell Hill Crescent to where it intersects with Empress Crescent; Empress Crescent; Ethelma Crescent; Lane along Lots 27 to 32, Block 8, Plan 1941					
105702881		A	101160717	138	72MJ01924 description 138

Schedule C

Wakamow Land Transfer

Wakamow Land Transfer

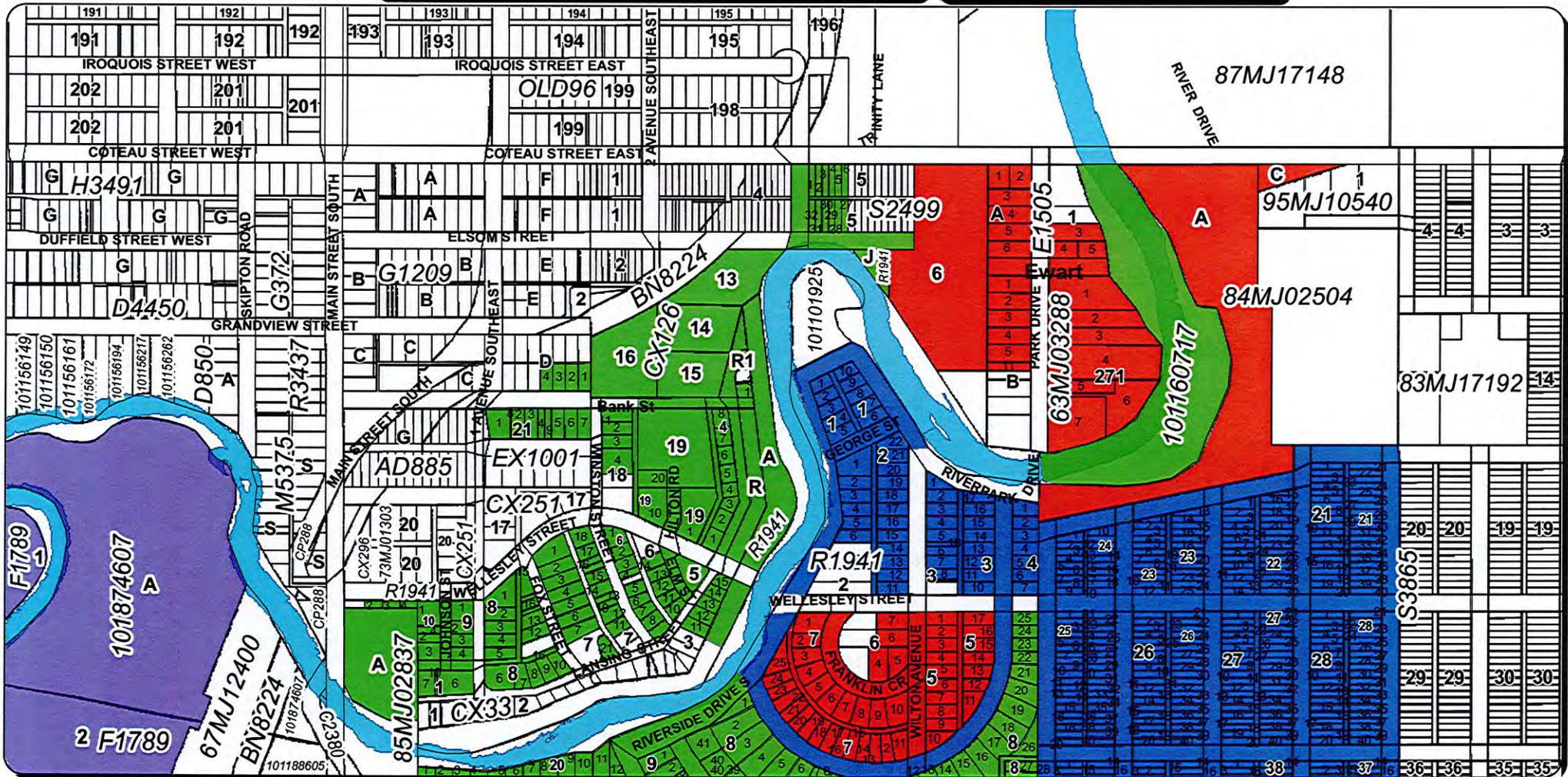
Agreements

	<all other values>		December 13, 2001		September 19, 1989
	None		February 27, 1995		October 23, 1984
	2013		March 13, 1990		July 11, 1983

A1	A2
B1	B2
C1	



Adapted from: Information Services Corporation of Saskatchewan, Sask. Cadastrial Dataset
Created by: City of Moose Jaw Information Technology GIS Area



Wakamow Land Transfer

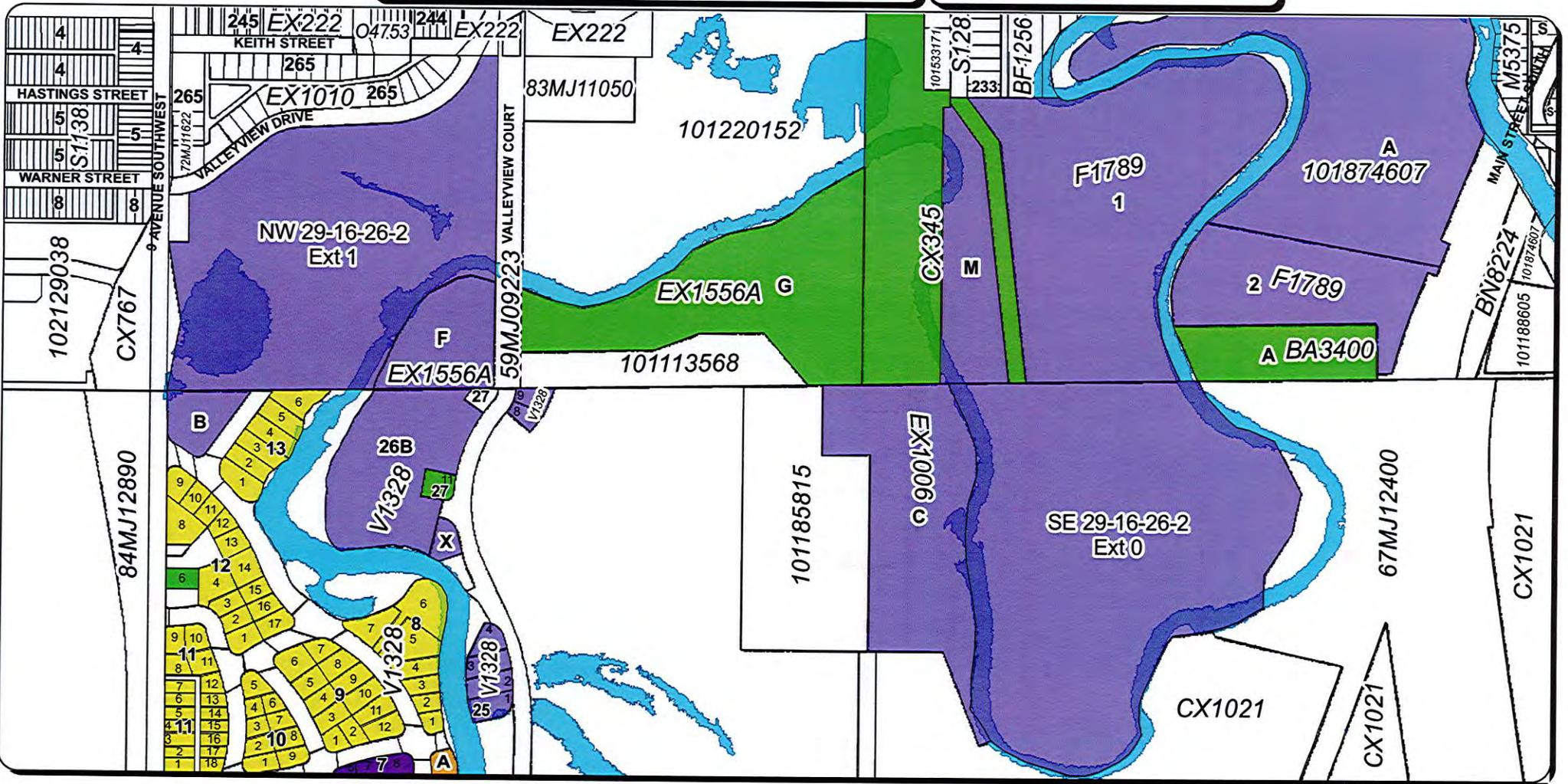
Agreements

	<all other values>		December 13, 2001		September 19, 1989
	None		February 27, 1995		October 23, 1984
	2013		March 13, 1990		July 11, 1983

A1	A2
B1	B2
C1	



Adapted from: Information Services Corporation of Saskatchewan, Sask Cadastrial Dataset
Created by: City of Moose Jaw Information Technology GIS Area



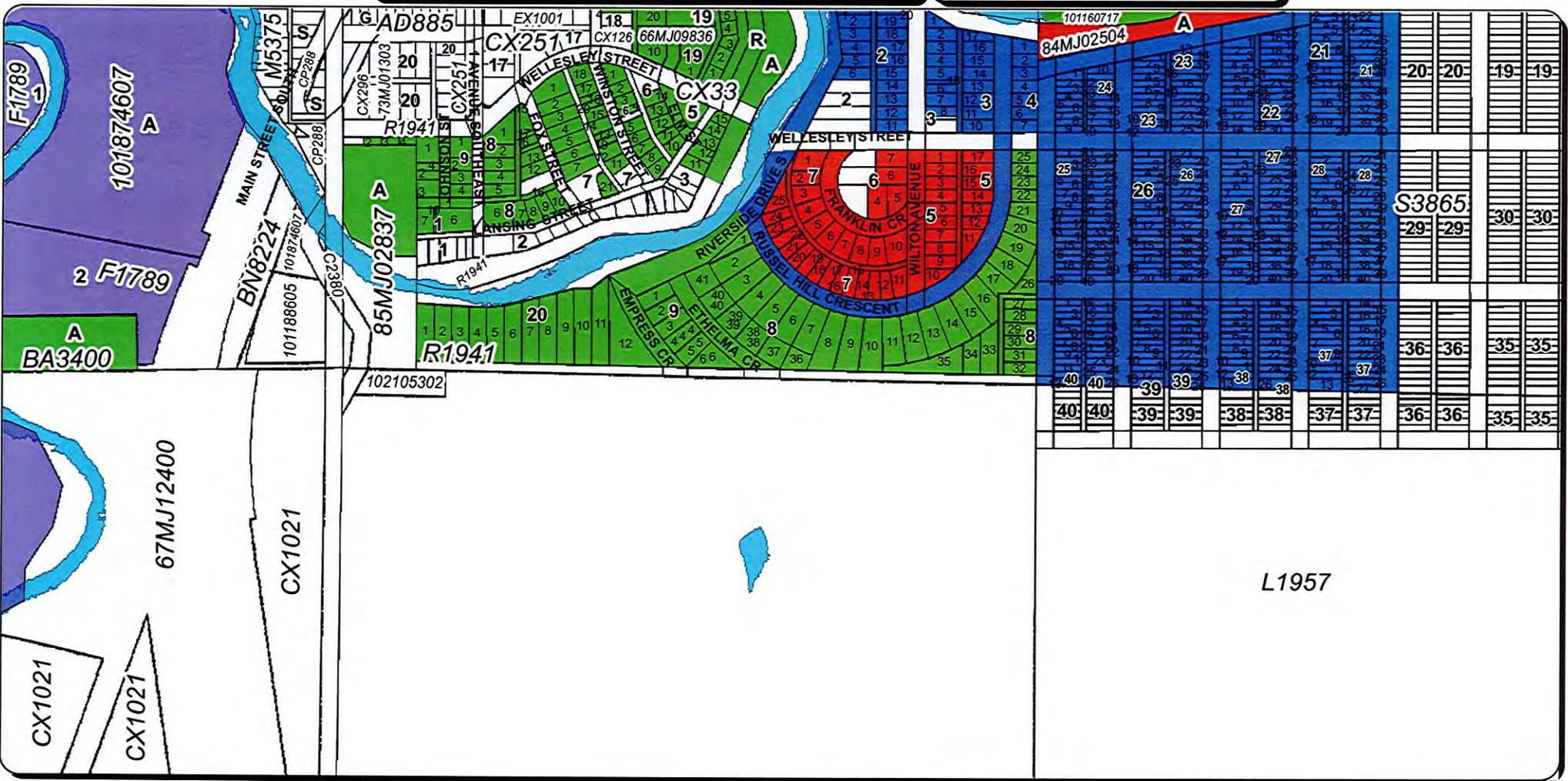
Wakamow Land Transfer

Agreements					
	<all other values>		December 13, 2001		September 19, 1989
	Agreement		February 27, 1995		October 23, 1984
	None		March 13, 1990		July 11, 1983

A1	A2
B1	B2
C1	



Adapted from: Information Services Corporation of Saskatchewan, Sask Cadestral Dataset
Created by: City of Moose Jaw Information Technology GIS Area



The Wakamow Valley Authority Act

being

Chapter W-1.1 of *The Statutes of Saskatchewan, 1980-81* (consult Tables of Statutes of Saskatchewan for effective date) as amended by the *Statutes of Saskatchewan, 1980-81, c.83; 1983, c.11, 29 and 33; 1983-84, c.6 and 63; 1984-85-86, c.16 and 20; 1988-89, c.23 and 42; 1989-90, c.64; 1990-91, c.P-15.01 and 8; 1991, c.13; 1992, c.A-24.1 and 12; 1993, c.20 and 42; 1997, c.53; 2000, c.L-5.1; 2002, c.C-11.1 and S-35.02; 2004, c.10; 2005, c.L-11.2, M-36.1 and S-35.03; and 2007, c.6.*

NOTE:

This consolidation is not official and is subject to House amendments and Law Clerk and Parliamentary Counsel changes to Separate Chapters that may be incorporated up until the publication of the annual bound volume. Amendments have been incorporated for convenience of reference and the official Statutes and Regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the official Statutes and Regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER W-1.1

An Act respecting the Establishment of the Wakamow Valley Authority

SHORT TITLE

Short title

- 1 This Act may be cited as *The Wakamow Valley Authority Act*.

INTERPRETATION

Interpretation

- 2 In this Act:

- (a) **“advisory area”** means the lands described in Schedule B;
- (b) **“appeal board”** means the Wakamow Valley Appeal Board established by section 28;
- (c) **“authority”** means the Wakamow Valley Authority constituted by section 4;
- (d) **“authority land”** means land within Wakamow Valley owned by the authority;
- (e) **“boat”** includes any vessel used or designed to be used in navigation;
- (f) **“bylaw”** means a bylaw of the authority;
- (g) **“city”** means the City of Moose Jaw;
- (h) **“city land”** means land within Wakamow Valley:
 - (i) that is owned by the city; or
 - (ii) that the city occupies or has the right to occupy pursuant to a lease with the owner of the land for a term in excess of 100 years;
- (i) **“development plan”** means the conceptual plan respecting Wakamow Valley on file in the office of the authority and designated by the authority as the development plan;
- (j) **“farmer”** means a person whose principal occupation is farming;
- (k) **“farming”** includes livestock raising, poultry raising, bee keeping, fur farming, tillage of the soil, nursery gardening or any other activity undertaken to produce agricultural products;
- (l) **“fiscal year”** means the period commencing on April 1 in one year and ending on March 31 in the following year;

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WAKAMOW VALLEY AUTHORITY

- (m) **“government”** or **“Government of Saskatchewan”** means the Crown in right of Saskatchewan, every corporation and agency thereof and the Lieutenant Governor in Council;
- (n) **“Government of Canada”** means the Crown in right of Canada, every corporation and agency thereof and the Governor General in Council;
- (o) **“government land”** means land within Wakamow Valley owned by the government but does not include the Wild Animal Park;
- (p) **“improvement”** means a building, structure or service facility constructed, or landscape construction, within Wakamow Valley, or any alteration thereof or addition thereto, but does not include the ordinary care, maintenance or repair of a building, structure or service facility or of landscape construction;
- (q) **Repealed.** 2000, c.L-5.1, s.550.
- (r) **“landscape construction”** means:
- (i) the clearing, breaking, grading, fertilizing or cultivating of any area;
 - (ii) the construction of an outdoor ground surface for games or athletics;
 - (iii) the establishment on any outdoor ground surface of trees, shrubs, flowers, grass or other forms of vegetative growth;
 - (iv) the placement on any outdoor ground surface of outdoor furniture, including seating of a type suitable for a garden or park but not for an audience or assembly of spectators; or
 - (v) the placement of any functional or aesthetic features contributing to the general landscape design of the area;
- and includes:
- (vi) the provision of any machines, equipment and tools that, in the opinion of the authority, are necessary; and
 - (vii) for the purposes of sections 16 to 27, the breaking and use of any area for the operation of a gravel pit;
- (s) **“landscape maintenance”** means the sustaining of landscape construction and includes the provision of any machines, equipment and tools that, in the opinion of the authority, are necessary;
- (t) **“management area”** means the lands described in Schedule A;
- (u) **“member”** means a member of the authority appointed pursuant to section 5;
- (v) **“participating party”** means the government, the city or a rural municipality;
- (w) **“person”** does not include a participating party or the authority;

- (x) **“private land”** means land within Wakamow Valley owned by a person;
- (y) **“property”** means real or personal property or any interest therein;
- (z) **“public land”** means land within Wakamow Valley owned by one or more participating parties and includes the verge;
- (aa) **“rural municipal land”** means land within Wakamow Valley owned by a rural municipality;
- (bb) **“rural municipality”** means the Rural Municipality of Baildon No. 131 or the Rural Municipality of Moose Jaw No. 161, as the case may be;
- (cc) **“service facility”** means anything by means of which water, light, power or gas is supplied, any sewer or sewage system or any other facility that, in the opinion of the authority, is necessary for the purpose of Wakamow Valley, and includes a road, curb, bridge, sidewalk or parking lot, outdoor seating of a type suitable for an audience or assembly of spectators and a building that is:
 - (i) a headquarters building for the authority;
 - (ii) a public bathroom, toilet, shower, changing room, restroom, shelter, tool or equipment locker, pumphouse or machine-house;
 - (iii) in the opinion of the authority, incidental to a park or used in connection with the operation of a park; or
 - (iv) used for any combination of the purposes mentioned in sub-clauses (i) to (iii);
- (dd) **“service maintenance”** means the maintenance of any service facility and includes snow removal, garbage disposal and the provision of any machines, equipment and tools that, in the opinion of the authority, are necessary;
- (ee) **“special resolution”** means a resolution of the authority passed with the approval of at least five members, other than members designated under subsection 5(11), and of whom at least:
 - (i) one member is appointed under clause 5(1)(a); and
 - (ii) two members are appointed under clause 5(1)(b);
- (ff) **“verge”** includes all lands lying between the boundary of Wakamow Valley where it abuts upon a street, road or lane and the nearest part of the street, road or lane that is intended for the use of vehicles;
- (gg) **“Wakamow Valley”** means the area described in Schedules A and B, subject to any alterations made pursuant to section 14, and, for the purposes of section 13, includes the verge.

APPLICATION OF ACT

Application of Act

3(1) Subject to subsection (2), this Act does not apply:

(a) to any public land that, at the time of the coming into force of this section, is occupied or used by the Government of Canada or of Saskatchewan or by any other person pursuant to any lease, licence or permit to do so granted by any person or participating party having the right to grant such occupation or use;

(b) to any public land mentioned in clause (a) that is occupied or used as described in that clause pursuant to a renewal of a lease, licence or permit to do so approved by the authority.

(2) Without limiting the generality of section 64, where the Government of Canada or of Saskatchewan or any other person who is occupying or using public land mentioned in subsection (1) enters into an agreement with the participating party that owns the land and the authority to provide for the application of this Act or any provision of this Act to that land, this Act applies in respect of that land in accordance with the agreement.

(3) Subject to subsection (2), nothing in this Act or the bylaws is to be construed so as to infringe, restrict or enlarge upon the rights and obligations of a participating party or person under any lease, licence or permit mentioned in subsection (1).

(4) Subject to subsection (1), for the purposes of this Act every public reserve in Wakamow Valley is deemed to be authority land.

(5) Any Act, regulation, bylaw or other law applicable in respect of Wakamow Valley, whether enacted, made or passed before or after the coming into force of this section, continues to apply in respect of Wakamow Valley, except to the extent that it is superseded by or is in conflict with this Act or any bylaw made under this Act.

1980-81, c.W-1.1, s.3; 1980-81, c.83, s.59.

WAKAMOW VALLEY AUTHORITY

Authority constituted

4(1) There is hereby constituted a body corporate to be known as the Wakamow Valley Authority.

(2) The authority has perpetual succession and a common seal of any design that the authority may determine.

1980-81, c.W-1.1, s.4.

Membership of authority

5(1) The authority shall consist of:

(a) three members appointed by the Lieutenant Governor in Council;

(b) four members appointed pursuant to a resolution of the city; and

- (c) two other members, one each of which is appointed pursuant to a resolution of each rural municipality.
- (2) A member may be appointed or reappointed for any term expressed in his appointment or reappointment but, in the absence of an expressed term, the appointment or reappointment, unless sooner terminated by the death or written resignation of the member or by any other cause, as determined by a judge or a court of competent jurisdiction, continues until terminated by the participating party that made the appointment or reappointment.
- (3) Notwithstanding subsection (2), an appointment may be terminated at any time by the participating party that made the appointment or by the written and signed resignation of the member appointed, and, where a member resigns, his resignation takes effect on the day it is received by the chairman or secretary of the authority, unless a later time is specified for the purpose in the written resignation, in which case the resignation takes effect at the time so specified.
- (4) Where a vacancy occurs in a participating party's representation on the authority, the participating party may appoint another person to fill the vacancy.
- (5) A vacancy in the membership of the authority does not impair the power of the authority to act.
- (6) The members shall name a chairman and a vice-chairman from among their number, and shall appoint a secretary and a treasurer who may, but need not, be members.
- (7) Where the chairman is absent or unable to act or where the office of chairman is vacant, the vice-chairman has and may exercise all the powers and functions of the chairman.
- (8) The authority shall pay to the members, other than the members designated under subsection (11), any remuneration that may be determined by the authority.
- (9) Notwithstanding *The Legislative Assembly and Executive Council Act, 2007*, where a member of the Legislative Assembly is appointed as a member of the authority, he is not, by reason only of the appointment or of any payment made to him under subsection (8), required to vacate his seat and is not disqualified from sitting or voting in the Legislative Assembly.
- (10) Notwithstanding *The Cities Act* or *The Municipalities Act*, if a member of the council of any municipality is appointed as a member of the authority, that person is not, by reason of the appointment or of any payment made to him or her pursuant to subsection (8), disqualified from being a member of or voting in the council of the municipality.
- (11) When appointing members to the authority, the government and the city shall each designate one member appointed by it pursuant to subsection (1) as a member who is not entitled to vote on any question or matter before the authority.
- (12) No officer or employee of the city is eligible to be appointed as a member of the authority, unless he is also designated under subsection (11).

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WAKAMOW VALLEY AUTHORITY

Disclosure of land holdings

6(1) In this section:

(a) **“controlling interest”**, with respect to a corporation, means:

- (i) beneficial ownership, whether direct or indirect, of; or
- (ii) the exercise of control or direction over;

shares of the corporation that carry more than 25% of the voting rights attached to all of the issued shares of the corporation;

(b) **“director or other officer”**, with respect to a corporation, is deemed not to include a director or other officer of a co-operative association;

(c) **“land”** includes:

- (i) lands, tenements and hereditaments and any estate or interest therein, or right or easement affecting the same;
- (ii) buildings, or parts of buildings, structures or fixtures, erected or placed upon, in, over or under or affixed to land, but does not include machinery permanently affixed to buildings or imbedded in foundations, or such foundations; and
- (iii) structures and fixtures erected or placed upon, in, over or under or affixed to any highway, lane or public place or water, but does not include the rolling stock of a railway;

(d) **“own”**, in relation to land, includes:

- (i) owning in a representative capacity, such as executor, administrator or trustee;
- (ii) holding an option to purchase; and
- (iii) purchasing by way of agreement for sale.

(2) Every member or officer of the authority and every member of a committee appointed under section 15 shall, before entering upon the duties of his office or within 30 days after the coming into force of this section, whichever is later, furnish the authority with a declaration in the form prescribed in Schedule C setting out the lands within Wakamow Valley owned by him, his spouse or any corporation of which he or his spouse is a director or other officer or in which he or his spouse has a controlling interest.

(3) Every person required to make a declaration pursuant to subsection (2) shall, within 30 days after any disposition or acquisition of lands described in that subsection, notify the authority of the disposition or acquisition.

(4) The authority shall maintain a register containing:

- (a) the information furnished to it pursuant to subsections (2) and (3); and
- (b) the name of the person to whom the information relates.

(5) Every person who contravenes subsection (2) or (3) is guilty of an offence and liable on summary conviction to a fine of not more than \$50 and to a further fine of not more than \$25 for each day or part of a day during which the offence continues.

WAKAMOW VALLEY AUTHORITY

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(6) Where a member is convicted of an offence against subsection (2) or (3), his appointment as a member is terminated, notwithstanding subsection 5(3), and he is not eligible to be appointed as a member for a period of three years after the date of his conviction.

(7) The register maintained by the authority in accordance with this section may be inspected by any person during the regular business hours of the authority.

1980-81, c.W-1.1, s.6.

Quorum

7(1) Subject to any provision of this Act that requires a special resolution, the authority may determine the number of its members that constitutes a quorum.

(2) Until the authority makes a determination pursuant to subsection (1), five members constitute a quorum.

1980-81, c.W-1.1, s.7.

Head office

8 The head office of the authority shall be at the city or at any other place within Wakamow Valley that the authority may determine.

1980-81, c.W-1.1, s.8.

Meetings

9 The members shall meet at least four times in each year and at any other times that they may consider necessary.

1980-81, c.W-1.1, s.9.

Employees of authority

10(1) The authority may employ any officers or other employees or any consultants or advisors that it considers necessary for the purposes of this Act, and may fix their remuneration and the terms and conditions of their employment.

(2) Subject to subsection (3), the city may arrange for the participation by officers and employees employed pursuant to subsection (1) in the City of Moose Jaw Superannuation Plan.

(3) Any person employed under subsection (1) who, immediately prior to being so employed, is participating in a superannuation plan or scheme as a result of employment with a participating party may, within one month from the day on which he is employed under subsection (1), by notice in writing to the authority and to the governing authority of that superannuation plan or scheme, elect to continue to participate in that superannuation plan or scheme, if arrangements for his continued participation are made by the participating party and the governing authority of the superannuation plan or scheme.

(4) Where a person makes an election under subsection (3):

(a) the election is irrevocable; and

(b) he shall continue to participate in the superannuation plan or scheme that he was participating in as a result of his former employment.

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WAKAMOW VALLEY AUTHORITY

(5) The authority may, by agreement, make any arrangements with the governing authority of any superannuation plan or scheme that may be necessary to provide for a superannuation plan or scheme for any officers and employees of the authority.

1980-81, c.W-1.1, s. 10.

Powers of authority

11 In addition to any other power conferred upon it by this Act, the authority may:

- (a) subject to subsection 12(4), amend or elaborate the development plan after consultation with the architect planner appointed pursuant to section 70;
- (b) co-ordinate or control the use, development, conservation, maintenance and improvement of public land in accordance with the development plan;
- (c) acquire property by gift or purchase or in any other manner;
- (d) hold or administer property or acquire, by lease, licence or otherwise, the right to occupy and use property;
- (e) subject to section 48, sell, grant, convey, lease or otherwise dispose of its property;
- (f) construct, maintain or operate any park, improvement or service facility;
- (g) subject to any other provision of this Act relating to landscape maintenance, service maintenance, landscape construction and service facilities:
 - (i) maintain, develop, improve or build on any authority land;
 - (ii) with the consent of a participating party, or of its agent or representative, maintain, develop, improve or build on any public land owned by that participating party;
 - (iii) upon the request and at the expense of the owner or occupant of any private land, maintain, develop, improve or build on any private land of the owner or occupant making the request;
- (h) upon the request and at the expense of a participating party, maintain, develop or improve property owned by the participating party and situated outside Wakamow Valley;
- (i) on authority land, establish, maintain and operate, or grant concessions or permission for the operation of, places of entertainment, amusement, recreation or refreshment or other places of public interest or accommodation, and may operate, or grant permission for the operation of, a public information service respecting the activities and services of the authority;
- (j) invest for its benefit all or any sums of money belonging to it and not presently required for expenditure in any security or class of securities authorized for the investment of moneys in the general revenue fund pursuant to *The Financial Administration Act, 1993*;

- (k) dispose of any securities in which moneys have been invested under clause (j) in any manner and on any terms that it may consider expedient;
- (l) acquire, take and hold, according to law, any property that is bona fide mortgaged, hypothecated or pledged to it by way of security or conveyed to it in satisfaction of debts previously contracted;
- (m) enter into any contract or agreement that it considers expedient or desirable in the exercise of any of its powers or the discharge of any of its duties under this Act;
- (n) generally do and authorize the doing of any things that are incidental or conducive to the attainment of its objects and purposes and the exercise of its powers under this Act.

1980-81, c.W-1.1, s.11; 1983, c.29, s.55; 1988-89, c.42, s.109; 2004, c.10, s.17 and 18.

Exercise of powers by resolution

- 12(1)** The authority shall exercise its powers by resolution.
- (2) A resolution of the authority may be passed at a meeting of the members or in any other manner prescribed in the bylaws.
- (3) Subject to subsection (4), a resolution requires the approval of at least four members.
- (4) The development plan may only be amended or elaborated by a special resolution.

1980-81, c.W-1.1, s.12.

Bylaws

- 13(1)** Without limiting the generality of any of the powers conferred upon it by section 11, the authority may, for the purpose of carrying out the provisions of this Act according to their intent, make bylaws in respect of Wakamow Valley:
 - (a) subject to subsection (2), regulating the use of public land and prohibiting, regulating or controlling the construction or alteration of any improvement on any public land in the management area;
 - (b) notwithstanding *The Cities Act* or *The Municipalities Act*, controlling traffic in the management area, including the regulation of speed and parking of vehicles;
 - (c) without limiting the generality of clause (j), prohibiting or regulating the use, for recreational purposes, of the waters of the Moose Jaw River flowing within Wakamow Valley or of any lake, stream, pond or other body of water in Wakamow Valley;
 - (d) authorizing police, special constables or peace officers, or any designated officer:
 - (i) to remove or cause the removal of any vehicle or boat that is placed, left or kept in Wakamow Valley in contravention of this Act or a bylaw;
 - (ii) to impound or store any vehicle or boat described in subclause (i); and

c. W-1.1

WAKAMOW VALLEY AUTHORITY

(iii) to release any vehicle or boat that has been impounded to the owner upon payment of the cost of removal and impounding or storage within a period of 30 days after the day of the removal of the vehicle or boat or within any extended period of time that may be specified in the bylaw;

and providing for the recovery of the cost of removal and impounding or storage cost, if not paid within the period of time allowed, from the owner of the vehicle or boat by action in a court of competent jurisdiction or by sale of the vehicle or boat at public auction or by private sale;

(e) applicable to public land, for the protection of animal, bird, aquatic and plant life;

(f) subject to *The Fire Prevention Act, 1980*, for fire prevention and extinguishment of fires;

(g) respecting the provision of any service facility;

(h) subject to subsections (2) and (3), applicable to the management area:

(i) regulating, restricting or prohibiting a trade, commercial or industrial enterprise, amusement, occupation or other activity or undertaking;

(ii) determining the place where any activity or undertaking mentioned in subclause (i) may or may not be carried on;

(iii) providing for the licensing of a person carrying on any activity or undertaking mentioned in subclause (i) and prescribing licence fees;

(i) prescribing fees for the entrance to or use of authority land or of facilities operated or owned by the authority;

(j) regulating, restricting or prohibiting sports, games, picnicking, camping or other recreational activities on public land;

(k) for the preservation of the public health and the prevention of the spread of disease;

(l) prohibiting the making of excessive noise on public land;

(m) subject to subsection (4), prohibiting the keeping, or controlling the use or manner of the keeping, of horses, dogs and other animals;

(n) subject to any Act of the Parliament of Canada or of the Legislature, for dealing with, controlling the use of, or preventing the pollution or contamination of or other injury to the waters and banks of any well, lake, stream, river, pond or other body of water;

(o) for the protection, care and preservation of property of the authority;

(p) for the prevention of nuisances and compelling the abatement of nuisances;

(q) for the internal government of the affairs of the authority, including its proceedings and the calling and conduct of its meetings.

- (2) No bylaw made under clause (1)(a) or subclause (1)(h)(i) or (ii) applies with respect to any matter or thing done solely within the interior of a building.
- (3) No bylaw made under clause (1)(h) prohibits any person or participating party from carrying on any activity or undertaking that was carried on prior to the coming into force of this section and that has been carried on continuously from that time.
- (4) No bylaw made under clause (1)(m) applies in respect of rural municipal land, private land or land used for any agricultural exhibition or zoo.
- (5) Every bylaw made under subsection (1), other than a bylaw made under clause (1)(g) or (q), is to be published in the Gazette and in a newspaper having circulation in the city and has force and effect on and after the date specified for the purpose in the bylaw or, if no date is so specified, on and after the day on which the bylaw is published in the Gazette.
- (6) Every bylaw made under clause (1)(g) or (q) has force and effect on and after the date specified for the purpose in the bylaw or, if no date is so specified, on and after the day on which the bylaw is made.
- (7) Notwithstanding that parts of the management area are government land:
- (a) every bylaw passed by the council of the city respecting traffic applies throughout the portion of the management area situated within the city;
 - (b) every bylaw passed by the council of the rural municipality respecting traffic applies throughout the portion of the management area situated within the rural municipality.
- (8) All bylaws made by the authority may be enforced in the same manner that bylaws of the city may be enforced pursuant to *The Cities Act*, and for that purpose subsection 8(2) and sections 82, 335 and 345 of *The Cities Act* apply, with any necessary modification.

1980-81, c.W-1.1, s.13; 1980-81, c.83, s.59;
 1984-85-86, c.16, s.42; 2002, c.C-11.1, s.419;
 2005, c.M-36.1, s.480.

Alteration of area of Wakamow Valley

- 14(1) Subject to subsections (2) and (3), the authority may, by special resolution, alter the area of Wakamow Valley by adding to or excluding from the area any parcel of land.
- (2) The authority may, by special resolution, alter the area of Wakamow Valley by adding to the area any parcel of private land within the geographical area of a participating party, other than the government, with the approval of the participating party.

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(3) The authority may, by special resolution, alter the area of Wakamow Valley by adding to or excluding from the area any parcel of land outside the geographical area of the participating parties, other than the government, with the approval of each of the participating parties and the municipality in which the land is situated.

(4) The authority may, by special resolution:

(a) alter the area of the management area by adding to the area any parcel of land in the advisory area;

(b) alter the area of the advisory area by adding to the area any parcel of land in the management area;

with the approval of the participating party in whose geographical area the parcel of land is situated.

(5) Where any parcel of private land is added to or excluded from Wakamow Valley or the management area, the authority shall, within 10 days after the date of the special resolution effecting the addition or exclusion, advise the owner of the parcel of private land in writing of the addition or exclusion.

1980-81, c.W-1.1, s.14; 1980-81, c.83, s.59.

Withdrawal

14.1(1) A rural municipality may, in accordance with subsection (2), withdraw as a participating party of the authority effective December 31 in any year.

(2) A rural municipality that wishes to withdraw as a participating party of the authority shall give written notice of its withdrawal to the chairman of the authority and every other participating party at least two years prior to December 31 of the year in which it will withdraw.

(3) On and from the date that a rural municipality withdraws as a participating party:

(a) that rural municipality has no power to appoint a member of the authority; and

(b) the member of the authority appointed by that rural municipality who was serving at the time of the withdrawal ceases to be a member; and

(c) any area of land within that rural municipality which is included in Wakamow Valley ceases to be part of Wakamow Valley unless that rural municipality agrees that the land should remain as part of Wakamow Valley.

1984-85-86, c.20, s.5.

COMMITTEES**Advisory committees**

15 The authority may appoint, upon any terms and conditions that it considers advisable, any committees that it considers advisable consisting of persons who may, but need not, be members.

1980-81, c.W-1.1, s.15.

16 to 24 To be proclaimed.

Improvements made by authority

25 The authority shall not make an improvement on public land unless it considers the proposed improvement to be consistent or in accordance with the development plan.

1980-81, c.W-1.1, s.25.

26 to 34 To be proclaimed.**Landscape construction to accord with development plan**

35 The authority shall not perform any landscape construction that is not consistent or in accordance with the development plan.

1980-81, c.W-1.1, s.35.

36 To be proclaimed.**SERVICE FACILITIES AND SERVICE MAINTENANCE****Service facility of participating party**

37 A participating party shall, at its own expense, construct any service facility that it requires, but that construction or its expense, or both, may, in the discretion of the authority, be assumed wholly or partly by the authority in any case where the authority considers that it will derive all or a substantial part of the benefit to be derived from the service facility.

1980-81, c.W-1.1, s.37.

Service facility of authority

38 The authority shall, at its own expense, construct any service facility that it requires.

1980-81, c.W-1.1, s.38.

Authority determines service maintenance

39 The authority shall determine the service maintenance to be performed on land other than private land within Wakamow Valley and shall perform or cause to be performed all service maintenance so determined.

1980-81, c.W-1.1, s.39.

Service maintenance

40(1) Each participating party shall pay for service maintenance of a service facility which it requires.

(2) The authority shall pay for service maintenance of a service facility which it requires.

(3) Service maintenance of a service facility which is required by a participating party may be performed by the authority at the expense of the participating party, but that expense may, in the discretion of the authority, be assumed wholly or partly by the authority in any case where the authority considers that it will derive all or a substantial part of the benefit to be derived from the service facility.

1980-81, c.W-1.1, s.40.

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Existing service facility

41 Each participating party shall maintain, at its own expense, any service facility existing at the time of the coming into force of this section and for which it was responsible on the day before the day on which this section comes into force.

1980-81, c.W-1.1, s.41; 1980-81, s.83, s.59.

COST OF SERVICE MAINTENANCE

Determination of cost

42 Notwithstanding any other provision of this Act:

(a) the amount of the expense of service maintenance is deemed to be, in every case in which the authority passes a special resolution for the purposes of this clause, the sum fixed by the resolution, notwithstanding that the amount of the expense might be determined in another manner;

(b) where no special resolution applicable to a fiscal year has been passed pursuant to clause (a), the rates for the various types of service maintenance may be established by agreement between the authority and each participating party;

(c) where, in any case, the amount of the expense of service maintenance to be charged to a participating party has not been established by a special resolution pursuant to clause (a) or by agreement with the participating party pursuant to clause (b), the authority may by resolution provide that the amount of the expense be determined by a single arbitrator and, where such a resolution is passed, it is deemed, with respect to the matter to be determined, to be an arbitration agreement within the meaning of *The Arbitration Act, 1992* and the authority and the participating party are bound by the award of the arbitrator unless, prior to the handing down of the award, there has been a special resolution passed pursuant to clause (a) or an agreement made pursuant to clause (b) with respect to the matter of the arbitration agreement.

1980-81, c.W-1.1, s.42; 1992, c.A-24.1, s.61.

VERGE

Construction, etc., on verge

43(1) No person or participating party shall, except with the prior approval of the authority, build, erect, place, alter or renovate a structure, hoarding, poster, sign, seating, fencing or construction of any kind whatsoever within the verge, other than a traffic or bus-stop sign, or a structure erected or placed for the shelter of persons intending to use any public transportation system, that is of a style and size acceptable to the authority.

(2) No person or participating party shall, without the prior approval of the authority, carry out any landscape construction or alter or interfere with landscaping or vegetative growth within the verge.

1980-81, c.W-1.1, s.43.

CLOSING OF PUBLIC HIGHWAY

Closure by authority

44(1) Subject to subsections (2) and (4), the authority may close the whole or any part of a public highway in the management area.

(2) The authority may delegate to an officer of the authority its power to close the whole or any part of a public highway in the management area for a period of not more than seven days.

(3) The authority shall not permanently close the whole or any part of a public highway within the area of jurisdiction of a participating party without its approval.

(4) Where the authority intends to close a public highway or part of a public highway within the management area and there is land abutting on the public highway or part that is to be closed that is not owned by a participating party or by the authority, it shall not close the public highway or part unless:

(a) it gives at least 30 days' notice of its intention by registered mail to each registered owner of land abutting on the public highway or part that is proposed to be closed;

(b) the notice mentioned in clause (a) is published at least once each week for two successive weeks in a newspaper published in the city; and

(c) every person who, before the public highway or part is closed, claims that his land will be injuriously affected by the closing and who petitions the authority for a hearing has been given an opportunity to be heard by himself or his agent with respect to the proposed closing.

(5) A person described in clause (4)(c) is entitled to be compensated by the authority for all damage caused to his land by reason of the closing, and, where the amount of compensation is not agreed upon between the claimant and the authority, the authority shall, within one month after the public highway or part has been closed, cause to be served upon the claimant, by ordinary mail, a notice setting out a description of the public highway or part, the day on which it was closed and the amount of compensation that the authority is prepared to pay.

(6) Where a person entitled to compensation pursuant to subsection (5) is dissatisfied with the amount offered, sections 50 to 55, subsection 56(3) and sections 57 and 58 of *The Highways and Transportation Act* apply, *mutatis mutandis*, for the purpose of determining the amount of compensation.

(7) Nothing in this Act restricts the power of the Minister of Highways and Transportation under *The Highways and Transportation Act* to close the whole or any portion of a public highway within Wakamow Valley, but the minister, before exercising that power, shall obtain the prior consent of the authority for the purpose.

c. W-1.1**WAKAMOW VALLEY AUTHORITY****Closure by participating party**

45(1) Subject to subsection (2), a participating party may close the whole or any part of a public highway in any area within its jurisdiction situated within Wakamow Valley for any period not exceeding 28 days.

(2) Subject to subsection (3), a participating party proposing to close a public highway under subsection (1) shall, at least two days before closing the public highway, advise the authority of its intention to do so.

(3) Subsection (2) does not apply where a participating party closes a public highway under subsection (1) because of an emergency.

1980-81, c.W-1.1, s.45.

INSTRUMENTS AFFECTING PUBLIC LAND**Instruments affecting public land**

46(1) Subject to subsections (3) and (4) but otherwise notwithstanding any other provision of this Act, a transfer of title with respect to public land in the management area must be accompanied by the written consent of the authority.

(2) Subject to subsections (3) and (4) but otherwise notwithstanding any other provision of this Act or any other Act, an interest registered in the Land Titles Registry with respect to public land in the management area is invalid unless it is accompanied by the written consent of the authority.

(3) Subsections (1) and (2) do not apply with respect to:

(a) any transfer or interest evidencing the occupation or use of public land to which, by reason of section 3, this Act does not apply;

(b) leases of property for a term not exceeding 10 years;

(c) any transfer or interest affecting land intended for residential purposes and concerning which a plan of subdivision has been approved by the Controller of Surveys;

(d) any transfer of land to the government where the land transferred is dedicated to public use; or

(e) any transfer or interest that is exempted by bylaw from the application of subsections (1) and (2).

(4) The authority shall not withhold its consent under subsections (1) and (2) to any transaction involving public land unless it considers that the use to be made of the land as a result of the transaction will not be consistent or in accordance with the development plan.

2000, c.L-5.1, s.551.

ACQUISITION AND DISPOSAL OF LAND

Approval to expropriate

47 No person or participating party shall exercise any power given by an Act to expropriate any land or interest in land within Wakamow Valley without the approval of the authority.

1980-81, c.W-1.1, s.47.

Disposal of authority land

48(1) The authority shall not dispose of authority land or any interest in authority land without the consent in writing of each participating party.

(2) Any land that is acquired by the authority may, at the discretion of the authority, be sold at any time to any participating party desiring to purchase the land at a price that is, as nearly as it is possible to determine, equivalent to the total cost incurred by the authority in respect of the land.

(3) In subsection (2), “**total cost**” includes all expenditures that the authority determines it has incurred in respect of the land, including:

(a) the actual cost of acquiring the land, of fixing and paying the price thereof or the compensation therefor and of all valuations and other matters incidental or related thereto; and

(b) the cost of improvements constructed by the authority on the land and the cost of construction of service facilities and service maintenance in respect of the land, but such cost may be wholly or partly excluded at the discretion of the authority in any case where the authority considers that it will derive all or a substantial part of the benefit to be derived from the improvements, service facilities or service maintenance.

1980-81, c.W-1.1, s.48.

Acquisition of land by authority or participating party

49(1) The authority may by agreement acquire any private land or land owned by a participating party.

(2) A participating party may by agreement, with the approval of the authority, acquire any land within Wakamow Valley owned by another participating party.

(3) Where a participating party acquires any private land within Wakamow Valley, it shall give notice of the acquisition to the authority.

1980-81, c.W-1.1, s.49.

50 To be proclaimed.**Disposal of public land**

51(1) Subject to subsection (2), where a participating party proposes to dispose of land owned by it within Wakamow Valley, it shall provide the other participating parties and the authority with an opportunity to acquire the land before attempting to dispose of it.

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(2) Subsection (1) does not apply to any lands to be sold for residential purposes and in respect of which a plan of subdivision has been approved by the authority and the Controller of Surveys.

(3) Subsection 50(2) applies, *mutatis mutandis*, in respect of public land that is to be disposed of.

1980-81, c.W-1.1, s.51; 2000, c.L-5.1, s.552.

Transfer of land by city or rural municipality

52 Subject to section 51:

(a) the city may, without complying with *The Cities Act* and notwithstanding that Act and notwithstanding those Acts, lease to any other participating party or the authority, or transfer to any other participating party or the authority by way of sale, gift or otherwise, any city land;

(b) the rural municipality may, without complying with *The Municipalities Act* and notwithstanding that Act, lease to any participating party or the authority, or transfer to any other participating party or the authority by way of sale, gift or otherwise, any rural municipal land.

1980-81, c.W-1.1, s.52; 1984-85-86, c.16, s.42;
2002, c.C-11.1, s.419; 2005, c.M-36.1, s.480.

53 to 55 To be proclaimed.

FINANCE

Amounts payable by participating parties

56(1) In every fiscal year, participating parties shall pay the following amounts to the authority:

(a) in the case of the city, \$190,500;

(b) in the case of the government, \$127,000;

(c) in the case of a rural municipality that is a participating party of the authority, \$1,500.

(2) The participating parties shall review the amounts mentioned in subsection (1) a minimum of every five years after April 1, 1997.

1997, c.53, s.3.

Payment from consolidated fund

57 Any sums payable by the government pursuant to section 56 are to be paid out of the general revenue fund.

1980-81, c.W-1.1, s.57; 2004, c.10, s.17.

58 Repealed. 1997, c.53, s.4.

59 Repealed. 1997, c.53, s.4.

60 Repealed. 1993, c.20, s.3.

Time at which payments to authority are required

61 One-fourth of each of the sums to be paid by a participating party during a fiscal year pursuant to sections 42 and 56 becomes due on each of April 1, July 1, October 1 and January 1 in that fiscal year, or at any other time or times that may be arranged in the case of all or any of the participating parties, and, for the purpose of substituting such a time or times either for one occasion or for a specified or indefinite period, by agreement between the authority and the participating party or parties for whom the arrangement is to be made.

1980-81, c.W-1.1, s.61.

61.1 Repealed. 1997, c.53, s.4.**Interest payable by participating party**

62 Where a participating party fails to pay a sum when due, it shall pay to the authority, upon demand, interest at a rate equal to the prime rate of interest payable under the latest debentures issued by the city prior to the day the sum became due on the amount in arrears from the day on which it became due.

1980-81, c.W-1.1, s.62.

Temporary loans

63(1) Subject to subsections (2) and (3), the authority may borrow, by way of temporary loans from any bank or from any person or corporation, any sums, upon any terms, for any purposes and upon any conditions that the authority may determine, by way of bank overdraft or line of credit, or by the pledging as security for such temporary loans of notes, bonds or other securities of the authority pending the sale thereof or in lieu of selling them, or in any other manner that the authority may determine, and any cheques, promissory notes or other instruments that may be necessary or desirable in connection with the borrowing of money and the obtaining of advances by way of temporary loans, may be executed in any manner that the authority may determine.

(2) Subject to subsection (4), any sum borrowed under subsection (1) is to be borrowed on the condition that the sum is to be repaid or the loan otherwise retired within the fiscal year in which the loan is made.

(3) The aggregate of the sums borrowed under subsection (1) which are outstanding at any one time in any fiscal year shall not exceed one-half of the total of the amounts payable by the participating parties under subsection 56(1) in respect of that fiscal year.

(4) The authority may, during the fiscal year in which any sum is borrowed and the two succeeding fiscal years, extend the loan and renew or extend the promissory notes or other obligations securing the loan.

1980-81, c.W-1.1, s.63; 1997, c.53, s.5.

c. W-1.1**WAKAMOW VALLEY AUTHORITY****Agreements**

64(1) Notwithstanding any other provision of this Act or any provision of any other Act, the authority or a participating party may, for the whole or part of any purpose relating or incidental to Wakamow Valley or the land forming part of any road or street abutting upon Wakamow Valley:

(a) enter into an agreement with the Government of Canada or the council of any municipality in Saskatchewan, or with each other or with any other participating party;

(b) expend moneys, provide services and carry out obligations.

(2) Notwithstanding any other provision of this Act or any provision of any other Act, a participating party may pay moneys to the authority on account of any future obligation of the participating party to the authority, whether or not the amount of the obligation is then known and whether or not the obligation is likely to be incurred in the same fiscal year as the fiscal year in which the payment is made.

(3) All moneys to be paid under subsection (1) or (2) by the government shall, subject to the approval of the Lieutenant Governor in Council, be paid out of the general revenue fund.

1980-81, c.W-1.1, s.64; 2002, c.C-11.1, s.419;
2004, c.10, s.17; 2005, c.M-36.1, s.480.

MISCELLANEOUS**Non-liability of participating parties, etc.**

65 No action lies against a participating party, any member, officer or employee of the authority acting on the instructions of the authority or pursuant to the authority of this Act, the architect planner of the authority or any committee appointed by the authority for any loss or damage suffered by any person or participating party by reason of anything in good faith done or omitted to be done in the exercise or supposed exercise of any authority granted pursuant to this Act or a bylaw.

1988-89, c.23, s.4.

Proposal re development plan

66 A participating party may propose to the authority that the development plan be implemented, elaborated or amended.

1980-81, c.W-1.1, s.66.

Fire protection

67(1) Subject to subsection (2), the city shall provide fire protection in respect of property of the authority in Wakamow Valley.

(2) The authority may take measures necessary for the prevention and extinguishment of fires within Wakamow Valley and, without limiting the generality of the foregoing, may purchase or otherwise acquire engines and other fire fighting equipment and engage the necessary staff for carrying out such measures.

1980-81, c.W-1.1, s.67.

Law enforcement

68(1) The city shall provide law enforcement in Wakamow Valley.

(2) Without limiting the powers of the city to provide law enforcement in Wakamow Valley, the authority may appoint special constables, to be engaged at the expense of the authority, who have the authority to perform and exercise, within Wakamow Valley, all the duties and powers that constables and peace officers are by law authorized to perform or exercise.

(3) Special constables appointed under subsection (2) are, in the performance of their duties and the exercise of their powers, subject to the lawful directions and orders of the chief of police of the city.

(4) The authority shall supply every special constable with an identification card and every special constable shall, before entering upon his duties, take and subscribe to an oath or affirmation in the same form, with any necessary modification, as the form prescribed in the regulations made pursuant to *The Police Act, 1990*.

(5) No special constable shall be a member of the police force of the city, and neither the city nor the board of police commissioners of the city is responsible for any act of a special constable or for his failure to act in any circumstances.

(6) The authority may make any charges against any participating party that it considers reasonable, in respect of services performed by special constables, and a participating party against whom any such charge has been made shall pay the amount of the charge to the authority.

(7) Nothing in this section affects the power of the government or the Minister of Justice to provide for the performance of police duties within Wakamow Valley by members of the Royal Canadian Mounted Police or special constables appointed under *The Police Act, 1990*.

1980-81, c.W-1.1, s.68; 1983, c.11, s.94; 1990-91, c.P-15.01, s.103.

Exemption from taxation

69 No authority land or improvement on authority land is subject to taxation for provincial, municipal or school purposes.

1980-81, c.W-1.1, s.69.

Architect planner

70(1) The authority shall, upon any terms and conditions that it considers desirable, appoint an architect, a landscape architect or a community planner, or a firm consisting of or including any number of those persons, to be an architect planner for the authority.

(2) The architect planner appointed pursuant to subsection (1) shall review the development plan at least once every seven years.

1980-81, c.W-1.1, s.70; 1993, c.20, s.4.

c. W-1.1**WAKAMOW VALLEY AUTHORITY****Attestation of deeds**

71 Except in cases otherwise provided for in this Act, all deeds executed under the common seal of the authority shall be attested by the signature of the chairman or vice-chairman and the secretary or any member designated by the authority for the purpose.

1980-81, c.W-1.1, s.71.

Evidence of bylaw, etc.

72(1) A copy of a resolution, bylaw or other document in the custody of the secretary of the authority which purports to be:

- (a) certified by the secretary to be a true copy; and
- (b) sealed with the seal of the authority;

is admissible in evidence as *prima facie* proof:

- (c) of the resolution, bylaw or document; and
- (d) of its contents;

without proof of the signature or official character of the person purporting to have signed the certificate.

(2) A printed copy of a bylaw passed by the authority and purporting to be printed by the Queen's Printer or under the authorization of the authority is admissible in evidence as *prima facie* proof of its contents and of the fact that it has been duly passed without any further proof.

1980-81, c. W-1.1, s.72.

Majority view

73 Unless a member of a committee or subcommittee of the authority requests that a meeting be held for the purpose of rendering the decision, view or advice of the committee or subcommittee respecting a matter, the decision, view or advice of the committee or subcommittee, when supported individually by a majority of its members, may be accepted as the decision, view or advice of the committee or subcommittee, as the case may be, without the necessity of holding a committee or subcommittee meeting for the purpose.

1980-81, c.W-1.1, s.73.

Audit

74(1) The authority shall appoint an auditor and cause an annual audit of the books, accounts and financial affairs of the authority to be made by the auditor.

(2) The auditor shall, immediately after completing an audit, prepare a report with respect to his findings and furnish each participating party with a copy of the report.

1980-81, c.W-1.1, s.74.

Approval of authority required

75(1) Where a member of the Executive Council or any other person is authorized to grant any licence, permit, approval, right, authority, grant, permission, lease or concession under *The Agricultural Operations Act*, *The Water Power Act*, *The Environmental Protection and Management Act* or *The Saskatchewan Watershed Authority Act, 2005* or under any regulations made under any of those Acts, for the doing of any act or thing in Wakamow Valley or in or upon any land owned by the authority outside Wakamow Valley, the approval of the authority to the granting thereof shall first be obtained by the applicant.

(2) Nothing in subsection (1) affects the application of any Act or regulation mentioned in that subsection which requires an approval, or which requires the doing or omitting of any act or thing, in respect of a licence, permit, approval, right, authority, grant, permission, lease or concession granted or to be granted under such Act or regulation.

1980-81, c.W-1.1, s.75; 1983-84, c.63, s.15;
2002, c.S-35.02, s.154; 2005, c.35.03, s.118.

Roads, etc., within management area

76(1) Notwithstanding anything in *The Cities Act*, *The Municipalities Act* or any other Act, no road, street, bridge, highway, lane, alley, square or public place within the management area constructed by the authority shall be under the direction, management or control of the city or the rural municipality, but this section does not affect the application, pursuant to subsection 3(5), of bylaws of the city or the rural municipality.

(2) **Repealed.** 2005, c.M-36.1, s.480.

1980-81, c.W-1.1, s.76. 1984-85-86, c.16, s.42;
2002, c.C-11.1, s.419; 2005, c.M-36.1, s.480.

Crown bound

77 The Crown is bound by this Act.

1980-81, c.W-1.1 s.77.

SCHEDULE A

1 All those lands, as shown in Plan Old 96, described as follows:

- (a) Lots 1 and 20 in Block 90;
- (b) Lots 19 to 22, inclusive, in Block 91;
- (c) Lots 19 to 22, inclusive, in Block 112;
- (d) Lots 1 and 20 in Block 113;
- (e) Lots 1 and 20 in Block 121;
- (f) Lots 19 to 22, inclusive, in Block 122;
- (g) Lots 1 to 7, inclusive, and Lots 22 to 30, inclusive, in Block 134;

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- (h) all that portion of:
 - (i) the lane in Block 134, lying west of the production southerly of a line drawn parallel to and 6.096 metres perpendicularly distant westerly from the east boundary of Lot 2 in Block 134;
 - (ii) Selwyn Street, lying between the production southerly of the west boundary of the east half of Lot 25 in Block 134 and the south-east limit of Pasqua Street;
 - (iii) North Bridge Street, lying between the production southerly of the east boundary of Lot 11 in Block 142 and the right bank of Moose Jaw Creek; and
 - (iv) Pasqua Street, lying between the south limit of Manitoba Street and the north limit of North Bridge Street;

except all that portion lying to the east of a line drawn parallel to and 6.096 metres perpendicularly distant westerly from the east boundary of Lot 2 in Block 134;

- (i) Block 142 and all that portion of North Bridge Street, lying between the production southerly of the east boundary of Lot 12;
 - (j) Blocks 144 and 149;
 - (k) Lots 1 to 10, inclusive, in Block 157;
 - (l) Lots 1 to 10, inclusive, in Block 158;
 - (m) Lots 4 to 17, inclusive, in Block 162; and
 - (n) Blocks 171A, 196A and 197A, as amended by M.T.O. 61 MJ 12884.
- 2 Lots 4 to 6, inclusive, in Block A, as shown in Plan D 850.
- 3 Block 1 and Blocks A and B, as shown in Plan E 1505.
- 4 All those lands, as shown in Plan F 1789, described as follows:
- (a) Block 1, except that portion as shown in Plan CX 345; and
 - (b) Block 2, except Parcel A as shown in Plan BA 3400.
- 5 Block D, as shown in Plan G 1209.
- 6 All those lands, as shown in Plan N 3102, described as follows:
- (a) Lot 1, except the north 60.96 metres;
 - (b) Lot 2, except the north 53.34 metres;
 - (c) Lot 3, except the north 45.72 metres;
 - (d) Lot 4, except the north 38.10 metres; and
 - (e) Lots 5 to 7, inclusive.
- 7 Lots 7 to 16, inclusive, in Block K, as shown in Plan N 4280.
- 8 All those lands as shown in Plan R 1941, described as follows:
- (a) Blocks 1 to 9, inclusive, and Blocks 17 and 20;
 - (b) Parcel A, as amended by M.T.O. 72 MJ 01571;
 - (c) Blocks H and J, as amended by M.T.O. 62 MJ 06348; and
 - (d) Maryland Public Park.
- 9 All those lands, as shown in Plan S 2499, described as follows:
- (a) Lots 21 to 23, inclusive, Lots 35 to 37, inclusive, and the east half of Lot 38 in Block 4;
 - (b) Lots 1, 2 and 7 in Block 2; and
 - (c) Blocks 5 and 6.

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- 10 Blocks 21 to 24, inclusive, Blocks 25 to 28, inclusive, and Blocks 37 to 40, inclusive, as shown in Plan S 3865.
- 11 blocks 1 to 13, inclusive, Blocks 25 to 28, inclusive, and Blocks A and B, as shown in Plan V 1328.
- 12 All those lands, as shown in Plan AD 885, described as follows:
 - (a) Block G; and
 - (b) Block H, as amended by M.T.O. 62 MJ 06348.
- 13 Parcel A as shown in Plan BA 3400.
- 14 All those lands, as shown in Plan BF 1256, described as follows:
 - (a) Block B, except the north 182.88 metres;
 - (b) Block C, except the north 152.4 metres;
 - (c) Block D, except the north 121.92 metres; and
 - (d) Block E, except the north 91.44 metres.
- 15 Blocks 1 to 10, inclusive, Block 12, and Blocks R and R1, as shown in Plan CX 33.
- 16 Blocks 13 to 16, inclusive, and Blocks 18 and 19, as shown in Plan CX 126.
- 17 Blocks 17 and 20, as shown in Plan CX 251.
- 18 Parcel L as shown in Plan CX 296.
- 19 Parcels L and M, as shown in Plan CX 345.
- 20 All those lands, as shown in Plan EX 222, described as follows:
 - (a) Parcels A, C, D and E; and
 - (b) Block R1, as amended by M.T.O. 76 MJ 03766.
- 21 Blocks 17 and 21, as shown in Plan EX 1001.
- 22 Parcel N, as shown in Plan 59 MJ 10599.
- 23 Blocks B and C, as shown in Plan 61 MJ 10993.
- 24 Parcel A, as shown in Plan 61 MJ 12463.
- 25 Block 271, as shown in Plan 63 MJ 03288.
- 26 Lots 1 and 10 in Block 19, as shown in Plan 66 MJ 09836.
- 27 All those lands, as shown in Plan 67 MJ 05748, described as follows:
 - (a) Lot A in Block 4; and
 - (b) Lot A in Block E.
- 28 Parcel B, as shown in Plan 68 MJ 01459.
- 29 Block 20, as shown in Plan 73 MJ 01303.
- 30 Block C, as shown in Plan 74 MJ 11295.
- 31 Blocks D, E, F, G and H, as shown in Plan 75 MJ 01141.
- 32 Parcel A, as shown in Plan 75 MJ 08030.
- 33 All those lands, as shown in Plan 77 MJ 09336, described as follows:
 - (a) Lots B, C and D; and
 - (b) Block R.

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- 34 All those lands in Township 16, in Range 26, west of the Second Meridian, described as follows:
- (a) all that portion of the north-east quarter of Section 28, lying east of a line drawn parallel to and 251.46 metres perpendicularly distant from the west boundary of the quarter section, except all that portion as shown in Plan S 3865;
 - (b) the west 251.46 metres in perpendicular width throughout of the north-east quarter of Section 28, lying north of the north limit of Princess Street, as that street is shown in Plan S 3865, except all that portion as shown in Plan E 1505;
 - (c) all that portion of the north-west quarter of Section 28 contained within the boundaries of a line drawn:
 - (i) commencing at the south-west corner of the quarter section;
 - (ii) thence northerly along the west boundary of the quarter section a distance of 239.99 metres;
 - (iii) thence easterly and parallel to the south boundary of the quarter section a distance of 84.49 metres;
 - (iv) thence southerly and parallel to the west boundary of the quarter section to the south boundary of the quarter section; and
 - (v) thence westerly along the south boundary of the quarter section to the point of commencement;
 - (d) all that portion of the original road allowance known as Main Street, lying west of the north-west quarter of Section 28, as shown in Plan CP 288, except the most north-westerly 6.096 metres in perpendicular width throughout;
 - (e) all that portion of the north-east quarter of Section 29 contained within the boundaries of a line drawn:
 - (i) commencing at the intersection of the production easterly of the north limit of Block 2, as shown in Plan F 1789, with the east boundary of the quarter section;
 - (ii) thence westerly along the production and the north limit of Block 2, as shown in Plan F 1789, to the right bank of Moose Jaw Creek;
 - (iii) thence northerly along the right bank of Moose Jaw Creek to its intersection with the east boundary of the quarter section; and
 - (iv) thence southerly along the east boundary of the quarter section to the point of commencement;
 - (f) the north-west quarter of Section 29, except:
 - (i) all that portion taken for the Riverview Addition to the City of Moose Jaw, as shown in Plan O 4753, as amended by M.T.O. AI 1616;
 - (ii) all that portion lying north of a line drawn parallel to and 409.65 metres distant southerly from the north boundary of the quarter section and west of the west limit of Fourth Avenue and its production southerly, as Fourth Avenue is shown in Plan O 4753;
 - (iii) all that portion, as shown in Plan EX 222;
 - (iv) all that portion, as shown in Plan EX 1010; and
 - (v) Parcel A, as shown in Plan 75 MJ 08030;
 - (g) the north half of the south-east quarter of Section 29;
 - (h) the south-west quarter of Section 29, except all that portion, as shown in Plan V 1328, as amended by M.T.O. 59 MJ 09221;
 - (i) all that portion of the south-west quarter of section 29 described as follows:
 - (i) Parcel F, as shown in Plan 59 MJ 09223; and
 - (ii) Parcels X and Y, as shown in Plan 65 MJ 07348;
 - (j) all that portion of the south-east and south-west quarters of Section 32, the south-west quarter of Section 33 and the original road allowance, lying between Sections 32 and 33, contained within the boundaries of a line drawn:

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- (i) commencing at the intersection of the south limit of Manitoba Street, as shown in Plan Old 96, with the west limit of a roadway, as shown in Plan G 2009;
 - (ii) thence westerly along the south limit of Manitoba Street to the east limit of Second Avenue;
 - (iii) thence southerly along the east limit of Second Avenue to the south limit of Langtry Street, as shown in Plan Old 96;
 - (iv) thence westerly along the south limit of Langtry Street to the west boundary of Section 32;
 - (v) thence southerly along the west boundary of Section 32 to the north limit of Home Street, as shown in Plan Old 96;
 - (vi) thence easterly along the north limit of Home Street to the west limit of Third Avenue;
 - (vii) thence northerly along the west limit of Third Avenue to the north limit of South Crescent Street, as shown in Plan Old 96;
 - (viii) thence easterly along the north limit of South Crescent Street to the east limit of Fifth Avenue;
 - (ix) thence southerly along the east limit of Fifth Avenue to the north limit of Maple Street, as shown in Plan Old 96;
 - (x) thence easterly along the north limit of Maple Street to the east limit of Seventh Avenue;
 - (xi) thence southerly along the east limit of Seventh Avenue to the north limit of Home Street;
 - (xii) thence easterly along the north limit of Home Street to the west limit of Main Street, as shown in Plan Old 96;
 - (xiii) thence northerly along the west limit of Main Street to the production of the north limit of the unnamed street north of Block 159, as shown in Plan Old 96;
 - (xiv) thence easterly along the north limit of the unnamed street and its production to the west limit of the roadway shown in Plan G 2009; and
 - (xv) thence northerly along the west limit of the roadway shown in Plan G 2009 to the point of commencement;
- except:
- (xvi) Parcel A, as shown in Plan 61 MJ 12463;
 - (xvii) Parcel B, as shown in Plan 68 MJ 01459;
 - (xviii) all that portion, as shown in Plan 77 MJ 09336;
 - (xix) all that portion, as shown in Plan 74 MJ 11295;
 - (xx) all that portion, as shown in Plan 75 MJ 01141; and
 - (xxi) all that portion of the south-west quarter of Section 32, lying west of the east limit of Fifth Avenue South West;
- (k) all that portion of Bow Street and South Bridge Street in the south-west quarter of Section 33, lying west of a line drawn due north and south 30.48 metres perpendicularly distant westerly from the most westerly point of Lot 1 in Block 149, as those streets and lots are shown in Plan Old 96;
 - (l) all that portion of Section 33 contained within the boundaries of a line drawn:
 - (i) commencing at the intersection of the north limit of Coteau Street with a line drawn parallel to and perpendicularly distant easterly 20.12 metres from the east limit of Block 197;
 - (ii) thence northerly, parallel to and perpendicularly distant easterly 20.12 metres from the east limits of Blocks 197, 196, 171 and 162, a distance of 20.12 metres, more or less, to a point perpendicularly distant northerly 20.12 metres from the north limit of Block 162;
 - (iii) thence westerly and parallel to the north limit of Block 162 to intersect a line drawn parallel to and perpendicularly distant north-westerly 20.12 metres from the north limit of Block 161;
 - (iv) thence south-westerly and parallel to the north limit of Block 161 to intersect a line drawn parallel to and perpendicularly distant northerly 20.12 metres from the north limit of Block 160;

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- (v) thence westerly and parallel to the north limit of Block 160 to the east limit of the unnamed street 20.12 metres in width connecting the unnamed street north of Block 159 with Manitoba Street;
 - (vi) thence north-easterly and northerly along the east limit of the connecting street and its different courses to the south limit of Manitoba Street;
 - (vii) thence easterly along the south limit of Manitoba Street to the west limit of Pasqua Street;
 - (viii) thence south-westerly along the west limit of Pasqua Street to the north limit of North Bridge Street;
 - (ix) thence west along the north limit of North Bridge Street or its production to the water's edge of Moose Jaw Creek;
 - (x) thence southerly along the water's edge or Moose Jaw Creek to the south limit of North Bridge Street;
 - (xi) thence easterly along the south limit of North Bridge Street to the west limit of Eighteenth Avenue;
 - (xii) thence southerly along the west limit or Eighteenth Avenue to the north limit of South Bridge Street;
 - (xiii) thence westerly along the north limit of South Bridge Street to the water's edge of Moose Jaw Creek;
 - (xiv) thence southerly along the water's edge of Moose Jaw Creek to the south limit of South Bridge Street;
 - (xv) thence easterly along the south limit of South Bridge Street to the west limit of Bow Street;
 - (xvi) thence south-easterly, easterly and north-easterly along the west, south and east limits of Bow Street to the old south limit of South Bridge Street;
 - (xvii) thence easterly along the old south limit of South Bridge Street to its intersection with the south-west limit of Caron Crescent;
 - (xviii) thence south-easterly along the south-west limit of Caron Crescent to intersect a line drawn parallel to and perpendicularly distant westerly 20.12 metres from the west limit of Block 170;
 - (xix) thence southerly and parallel to the west limit of Block 170 to the north limit of Coteau Street;
 - (xx) thence westerly along the north limit of Coteau Street to the point of commencement;
- as the streets, blocks and crescent are shown in Plan Old 96, except:
- (xxi) all that portion, as shown in Plan 61 MJ 10993; and
 - (xxii) all that portion, as shown in Plan 75 MJ 01141.

SCHEDULE B

- 1 All those lands, as shown in Plan Old 96, described as follows:
 - (a) Lots 1 to 6, inclusive, and Lots 11 and 12 in Block 87;
 - (b) Block 88;
 - (c) Lots 1 to 18, inclusive, and Lot 21 in Block 89;
 - (d) Lots 4 to 20, inclusive, in Block 114;
 - (e) Block 114A and Parcels P and Q, as amended by M.T.O. CX 557;
 - (f) Lots 1 to 10, inclusive, in Block 116;
 - (g) Lots 1 to 20, inclusive, in Block 119;

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- (h) Block 120;
 - (i) Lots 11 to 19, inclusive, in Block 121;
 - (j) Lots 23 to 40, inclusive, in Block 122;
 - (k) Lots 11 to 25, inclusive, and Lot A in Block 123;
 - (l) Lots 8 to 21, inclusive, in Block 134;
 - (m) Blocks 143, 150 and 156;
 - (n) Lots 11 to 20 in Block 157;
 - (o) Lots 11 to 20 in Block 158;
 - (p) Blocks 159, 160 and 161;
 - (q) Lots 1 and 20 in Block 162;
 - (r) Lots 1 to 8, inclusive, in Block 175;
 - (s) Lots 1 to 10, inclusive, in Block 176;
 - (t) Lots 1 to 10, inclusive, in Block 177;
 - (u) Parcel T, as amended by M.T.O. EX 216; and
 - (v) Parcel M, as amended by M.T.O. CX 141.
- 2 Lots 1 to 3, inclusive, in Block A, as shown in Plan D 850.
 - 3 Blocks 7 and 8, as shown in Plan D 3174.
 - 4 All those lands, as shown in Plan D 3845.
 - 5 Lots 38 to 66, inclusive, as shown in Plan D 4450.
 - 6 All those lands, as shown in Plan G 1209, described as follows:
 - (a) Lots 10 to 17, inclusive, in Block C; and
 - (b) Block E.
 - 7 All those lands, as shown in Plan N 1398 and Parcel B in Plan N 1398, as amended by M.T.O. 65 MJ 04067.
 - 8 All those lands, as shown in Plan N 3102, described as follows:
 - (a) the north 60.96 metres of Lot 1;
 - (b) the north 53.34 metres of Lot 2;
 - (c) the north 45.72 metres of Lot 3; and
 - (d) the north 38.10 metres of Lot 4.
 - 9 Lots 1 to 6, inclusive, in Block K, as shown in Plan N 4280.
 - 10 All those lands, as shown in Plan N 4354, described as follows:
 - (a) Lots 71A and 63, as amended by M.T.O. 64 MJ 12209; and
 - (b) Lot B, as amended by M.T.O. 69 MJ 09621.
 - 11 All those lands, as shown in Plan O 473, described as follows:
 - (a) Lots 11 and 12 in Block 21; and
 - (b) Lots 7 to 11, inclusive, in Block 22.
 - 12 Lots 13 to 20, inclusive, in Block 231, as shown in Plan O 4753.
 - 13 Lots 29, 31, 33, 35 and 37, as shown in Plan R 3437.
 - 14 Block A, as shown in Plan R 4723.

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- 15 All those lands, as shown in Plan S 128, described as follows:
 - (a) Lots 21 to 40, inclusive, in Block 232;
 - (b) Lots A and B and Lots 1 to 15, inclusive, in Block 233; and
 - (c) Lots 8 to 20, inclusive, and Lots 22 to 24, inclusive, in Block 241.
- 16 All those lands, as shown in Plan S 2499, described as follows:
 - (a) Lots 3 to 6, inclusive, and Lot A in Block 2; and
 - (b) Lots 1 to 10, inclusive, the west half of Lot 38 and Lots 39 and 40 in Block 4.
- 17 Blocks 1 to 4, inclusive, Blocks 13 to 16, inclusive, Block 13A, Blocks 17 to 20, inclusive, and Blocks 29 to 36, inclusive, as shown in Plan S 3865.
- 18 All those lands, as shown in Plan BF 1256, described as follows:
 - (a) the north 182.88 metres of Block B;
 - (b) the north 152.40 metres of Block C;
 - (c) the north 121.92 metres of Block D; and
 - (d) the north 91.44 metres of Block E.
- 19 All that portion of Block A, lying south of the north limit of Manitoba Street West, as shown in Plan BV 5530.
- 20 Block C, except the portion shown in Plan 71 MJ 01346, as shown in Plan CK 579.
- 21 All those lands, as shown in Plan EX 222, described as follows:
 - (a) Lots 11 to 27, inclusive, in Block 230;
 - (b) Lots 8 to 14, inclusive, in Block 244; and
 - (c) Parcel R.
- 22 All those lands, as shown in Plan EX 1010, described as follows:
 - (a) Lots 13 to 28, inclusive, in Block 265; and
 - (b) Block R4.
- 23 Blocks A, B and C, as shown in Plan 62 MJ 06543.
- 24 Parcel X, as shown in Plan 63 MJ 03696.
- 25 Parcel Y, as shown in Plan 63 MJ 03697.
- 26 Parcel Z, as shown in Plan 63 MJ 03698.
- 27 Parcels D, E, F, G and FF, as shown in Plan 67 MJ 04892.
- 28 Lot B in Block 4, as amended by M.T.O. 73 MJ 10474, as shown in Plan 67 MJ 0 5748.
- 29 Block 25, as shown in Plan 67 MJ 13991.
- 30 Parcel C, as shown in Plan 68 MJ 04058.
- 31 Parcel G, as shown in Plan 68 MJ 04421.
- 32 All that portion of Block H, lying south of the north limit of Manitoba Street West, as shown in Plan 71 MJ 01346.
- 33 Lots A, B, C and D, as shown in Plan 72 MJ 00318.
- 34 Lots D and C in Block 265, as shown in Plan 72 MJ 11622.
- 35 Lots A, B, C and D in Block 87, as shown in Plan 73 MJ 05140.
- 36 Block F, as shown in Plan 73 MJ 13196.
- 37 Parcel F, as shown in Plan 73 MJ 15131.

- 38 Block B, as shown in Plan 77 MJ 06016.
- 39 All that portion of Parcel M, lying south of the north limit of Manitoba Street West, as shown in Plan 77 MJ 08834.
- 40 Parcel H, as shown in Plan 79 MJ 04363.
- 41 Lots 1 to 7, inclusive, in Block 27, as shown in Plan 79 MJ 15502.
- 42 Parcel C, as shown in Plan 80 MJ 03174.
- 43 All those lands shown in Plan 80 MJ 08559.
- 44 All those lands, in Township 16, in Range 26, west of the Second Meridian, described as follows:
- (a) the north-east and north-west quarters of Section 20;
 - (b) the north-west quarter of Section 27, except all that portion as shown in Plan N 1015;
 - (c) all that portion of the north-east quarter of Section 29 contained within the boundaries of a line drawn:
 - (i) commencing at a point on the east boundary of the quarter section 201.17 metres distant southerly from the north-east corner of the quarter section;
 - (ii) thence westerly and parallel to the north boundary of the quarter section a distance of 42.37 metres to the point of commencement;
 - (iii) thence westerly and parallel to the north boundary of the quarter section a distance of 38.10 metres;
 - (iv) thence southerly and parallel to the east boundary of the quarter section a distance of 15.24 metres;
 - (v) thence easterly and parallel to the north boundary of the quarter section a distance of 38.10 metres; and
 - (vi) thence northerly and parallel to the east boundary of the quarter section a distance of 15.24 metres, more or less, to the point of commencement;
 - (d) those portions of Parcels A and B, lying within Legal Subdivisions 1 and 2 in the south-east quarter of Section 29;
 - (e) all that portion of the south-west quarter of Section 32 bounded:
 - (i) on the north by the south limit of Manitoba Street West;
 - (ii) on the east by the east limit of Fifth Avenue South West;
 - (iii) on the south by the north limit of South Crescent Street; and
 - (iv) on the west by the east limit of Sixth Avenue South West;
 except all those portions as shown in Plans BV 5530, CK 579, 71 MJ 01346 and 77 MJ 08834;
 - (f) all those portions of Section 33:
 - (i) contained within the boundaries of a line drawn:
 - (A) commencing at the intersection of the north limit of Pasqua Street with the east limit of Sixteenth Avenue;
 - (B) thence easterly along the north limit of Pasqua Street to the water's edge of Moose Jaw Creek;
 - (C) thence southerly along the water's edge of Moose Jaw Creek to the south limit of Skeena Street;
 - (D) thence westerly along the south limit of Skeena Street to the east limit of Seventeenth Avenue;
 - (E) thence southerly along the east limit of Seventeenth Avenue to the north limit of Manitoba Street;

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(F) thence easterly along the north limit of Manitoba Street to the west limit of High Street;

(G) thence north-westerly along the limit of High Street to the east limit of Sixteenth Avenue; and

(H) thence southerly along the east limit of Sixteenth Avenue to the point of commencement;

as these streets and avenues are shown in Plan Old 96, except all that portion as shown in Plan 67 MJ 04892;

(ii) contained within the boundaries of a line drawn:

(A) commencing at the intersection of the east limit of Fourteenth Avenue with the north limit of Pasqua Street, as shown in Plan Old 96;

(B) thence north-easterly along the north limit of Pasqua Street to the west limit of Fifteenth Avenue;

(C) thence northerly along the west limit of Fifteenth Avenue to the south limit of High Street;

(D) thence westerly along the south limit of High Street to the east limit of Fourteenth Avenue; and

(E) thence southerly along the east limit of Fourth Avenue to the point of commencement; and

(iii) contained within the boundaries of a line drawn:

(A) commencing at the intersection of the east limit of Fifteenth Avenue with the north limit of Pasqua Street, as this street and avenue are shown in Plan Old 96;

(B) thence easterly along the north limit of Pasqua Street to the west limit of Sixteenth Avenue;

(C) thence northerly along the west limit of Sixteenth Avenue to the north water's edge of Moose Jaw Creek;

(D) thence westerly along the north water's edge of Moose Jaw Creek to the east limit of Fifteenth Avenue; and

(E) thence southerly along the east limit of Fifteenth Avenue to the point of commencement; and

(iv) contained within the boundaries of a line drawn:

(A) commencing at the intersection of the east limit of Thirteenth Avenue produced with the north limit of Pasqua Street, as this street and avenue are shown in Plan Old 96;

(B) thence north-easterly along the north limit of Pasqua Street to the west limit of Fourteenth Avenue;

(C) thence northerly along the west limit of Fourteenth Avenue to the south limit of High Street;

(D) thence westerly along the south limit of High Street to the north-east corner of Block 114A;

(E) thence south-westerly along the south-east limit of Block 114A to the east limit of Thirteenth Avenue; and

(F) thence southerly along the production of the east limit of Thirteenth Avenue to the point of commencement;

(g) the north-east quarter of Section 34;

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- (h) all that portion of the north-west quarter of Section 34:
- (i) contained within the boundaries of a line drawn:
 - (A) commencing at a point on the south boundary of the quarter section a distance of 246.07 metres west from the south-east corner of the quarter section;
 - (B) thence northerly a distance of 177.09 metres at an angle of 90° and 1';
 - (C) thence easterly a distance of 159.94 metres at an angle of 90° and 1';
 - (D) thence southerly at an angle of 89° and 59' to the south boundary of the quarter section; and
 - (E) thence westerly along the south boundary of the quarter section to the point of commencement;
 except all that portion as shown in Plan 77 MJ 06016; and
 - (ii) contained within the boundaries of a line drawn:
 - (A) commencing at the south-east corner of the quarter section;
 - (B) thence westerly along the south boundary of the quarter section a distance of 246.07 metres;
 - (C) thence northerly a distance of 345.25 metres at an angle of 90° and 1';
 - (D) thence easterly at an angle of 90° and 1' to the east boundary of the quarter section; and
 - (E) thence southerly along the east boundary of the quarter section to the point of commencement; and
 - (i) the north-west quarter of Section 35.

45 The south-west quarter of Section 2, in Township 17, in Range 26, west of the Second Meridian, except all that portion lying north of the north limit of the right of way as shown in Plan AF 6582.

SCHEDULE C

[Section 6]

DECLARATION OF OWNERSHIP OF LANDS WITHIN WAKAMOW VALLEY

I, _____ of _____ in the Province of Saskatchewan,
_____, SOLEMNLY DECLARE AS FOLLOWS:

1. THAT attached hereto and marked as an Exhibit to this my declaration is a complete list of lands owned by me within the meaning of *The Wakamow Valley Authority Act* and situate in Wakamow Valley.
2. THAT I make this declaration pursuant to section 6 of *The Wakamow Valley Authority Act*.
3. THAT I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at _____
in the Province of
Saskatchewan this _____
day of _____,
A.D. 19 ____ .

A COMMISSIONER FOR OATHS
in and for the Province of Saskatchewan.
My commission expires Dec. 31, 19 ____ .

