

EXTRA-MUNICIPAL SERVICING CONNECTION AGREEMENT

THIS AGREEMENT dated for reference as of October, 10 2017.

BETWEEN:

THE CITY OF REGINA
A municipal corporation in
The Province of Saskatchewan
(the "City")

- and -

**SAKIMAY FIRST NATIONS AND
FOUR HORSE DEVELOPMENTS LIMITED PARTNERSHIP** by and through its general
partner, **FOUR HORSE DEVELOPMENTS LTD.**
(collectively, the "Owner")

- and -

WAPPEL CONSTRUCTION CO. LTD.
(the "Contractor")

WHEREAS:

- A. The Owner is considering the development of sixteen (16) hectares of the following lands located outside of the City limits of the City of Regina, in the Province of Saskatchewan:

NE 20-17-20 W2M Extension 0 and SE 20-17-20 W2M Extension 19.

(the "**Development**");
- B. The Owner requires a connection to the City's Water System in order to service the Development;
- C. The City and the Owner have identified the terms and conditions upon which the City will permit the Owner to connect to the City's Water System; and
- D. The City agrees to permit the Owner to connect to the City's Water System and the Owner agrees to connect to the City's Water System upon the terms and conditions hereinafter set forth.

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

1. The Contractor, subject to the terms and conditions contained herein, is authorized to connect the Development to the City's Water System (collectively, the "Service Connections") as shown on the approved engineering drawings, attached hereto as Schedule "A".
2. The Contractor shall install the Service Connections to the City's Water System in accordance with the conditions and specifications set out in this Agreement.
3.
 - a) The Contractor shall use only those materials and methods in the Service Connection installations as are approved by the City in writing prior to commencement of the work, and such work shall be carried out in strict accordance with the City's Standard Construction Specifications for such work.
 - b) Where the Service Connection is to a City watermain, and the connection requires de-pressurizing and taking the watermain out of service, the Contractor shall, at its own cost, disinfect the watermain prior to returning it to service, and shall provide temporary pressurized water service to all affected customers for the duration of the interruption of the service.
 - c) Where disinfection of a watermain is required pursuant to Section 3(b) of this Agreement, the Contractor shall arrange with the City to conduct a bacteriological test by the Provincial Laboratory. The watermain will not be deemed fit for return to service until a negative bacteriological test result is received from the Provincial Laboratory, and the residual chlorine concentration is a minimum of 0.1 mg/L.
 - d) The Contractor shall not cover or backfill any Service Connections until the City has inspected and given its approval to backfill. The City may withhold its approval only where the inspector has reason to believe that the Contractor has not complied with section 2 of this Agreement.
 - e) Prior to commencement of any Service Connection installation, the Contractor shall provide to the City:
 - (i) a Performance Bond or Letter of Credit in the amount of \$ 11,000.00 (50% of the estimated cost of the work), which shall be valid for a period of at least two years from the date of completion of the Service Connection installation, to cover any maintenance or repairs within the two year warranty period and;
 - (ii) proof of valid General Liability Insurance in the amount of no less than Two Million (\$2,000,000) Dollars, per occurrence, in a form satisfactory to the City's Risk Manager; and
 - (iii) proof of Automobile Liability Insurance in the amount of no less than One Million (\$1,000,000) Dollars, per occurrence, in a form satisfactory to the City's Risk Manager.

- f) The Contractor shall, at its sole expense, erect and maintain signs, barriers and other warnings or precautions sufficient to protect workers and the general public against accident or injury at or near the place of work. All excavations or obstructions shall be clearly marked and maintained in accordance with City's current "Temporary Traffic Control Manual" and the current Transportation Association of Canada "Uniform Traffic Control Devices of Canada" manual.
 - g) The Owner shall be solely responsible, at its cost and expense, for the acquisition of all lands and for any easements, utility crossings, highway crossings or railway crossings that may be required for the construction and operation of the Service Connection.
 - h) The Owner shall be solely responsible, at its cost and expense, to obtain all necessary licenses, permits, consents, orders and other authorizations required to construct and maintain the Service Connection.
 - i) The Contractor shall repair any damage to City or private property at the Contractor's expense.
 - j) The Contractor shall comply with all applicable Occupational Health and Safety legislation and regulations in carrying out the work.
 - k) The Contractor shall abide by the provisions as set out in the attached Schedule "B".
4. The Contractor further covenants and agrees to:
- a) request the City's approval to commence the work, at least two (2) weeks prior to the intended date of commencement of work. The City expressly reserves the right to withhold such approval, on any basis the City deems fit, in its sole discretion;
 - b) notify the City, at least two (2) weeks prior to commencement of the work, of any subcontractors that will be used in carrying out the work. The City expressly reserves the right to withhold approval, in its sole discretion, of commencement of the work, if the City deems the Contractor or a subcontractor to be unqualified or unfit to carry out the work intended to be done by that subcontractor; and
 - c) complete, to the City's satisfaction, the Service Connection installations shown on Schedule "A" on or before the date that is six (6) months from the effective date of this Agreement.
5. The Owner acknowledges that the Service Connection installations being carried out by the Contractor are to the Owner's benefit and at the Owner's request. The Owner therefore covenants and agrees that the Owner is jointly and severally liable for any failure of the Contractor to abide by any of the terms contained in sections 1, 2, 3 or 4 of this Agreement.

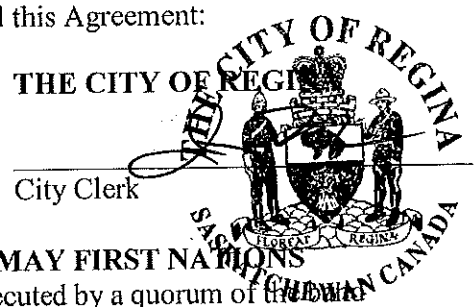
6. The Contractor and the Owner jointly and severally relieve the City of any responsibility or liability for the Service Connection installations, and shall be responsible for the maintenance or repair of the Service Connection from the time the connections are installed. If the Contractor or the Owner fail to carry out required repairs or maintenance within a reasonable time after being notified by the City, the City may enter onto the site and carry out the necessary repairs and complete the work, in which instance the Contractor and the Owner are jointly and severally liable for the City's costs in doing such work.
7. If the Contractor damages City infrastructure, or causes accidental damage to City infrastructure, the City expressly reserves the right, in its sole discretion, to demand the Contractor vacate the site, and the City may enter onto the site and carry out the necessary repairs and complete the work, in which instance the Contractor and the Owner are jointly and severally liable for the City's costs in doing such work.
9. The Owner shall be responsible for paying the Contractor for his costs, as agreed between the two parties, and the Owner and the Contractor covenant and agree that the Contractor shall have no claim against the City for any costs incurred in the Service Connection installations or any of the work required under this agreement.
- 10.(1) In this section, "Subsequent Connection" shall have the meaning ascribed to that phrase in the Water Access and Extra Municipal Servicing Agreement between the City and the Owner dated May 23, 2017 (the "Access Agreement").
- (2) The Owner shall pay the City a connection fee in relation to the Development Area (the "Connection Fee"). The Connection Fee shall be the amount that is equal to the respective land area to be served by each Subsequent Connection multiplied by 1/3 of the City's residential SAF rate as it exists on the date of such Subsequent Connection, to a total land area of 16 hectares. For further clarity, the intention of the parties is that the total Connection Fee shall be paid by the Owner to the City as the Development Area builds out as follows:
 - (a) prior to commencement of any work on Service Connections pursuant to this Agreement, and for the initial Subsequent Connection servicing the 0.82 hectare service area shown on the map attached as Schedule C, the Owner shall pay the City an amount equal to \$113,160.00;
 - (b) prior to the City providing its written consent to any future Subsequent Connection pursuant to section 5.4 of the Access Agreement, the Owner shall deliver to the City a map showing the land area and location within the Development Area to be serviced by the said Subsequent Connection and pay the corresponding Connection Fee based on the land area multiplied by 1/3 of the City's then current residential SAF rate in effect at the date of the request; and

- (c) notwithstanding the foregoing, the total Connection Fee shall be paid in relation to the total Development Area by no later than August 31, 2022. Any portion of the Development Area that has not yet been serviced by a Subsequent Connection as of August 31, 2022, shall be paid based on 1/3 of the City's then current residential SAF rate as of that date.
- 11. Notwithstanding any of the foregoing, the Owner and Contractor jointly and severally indemnify and hold harmless the City, all its employees, agents and representatives, against all claims, liabilities, losses, damages, costs, expenses and causes of action, or demands or other proceedings by whomsoever made, relating to injury, including death, to persons or loss of or damage to property, that may be directly or indirectly related to the Service Connection and/or Service Connection work, including but not limited to any acts or omissions of the Owner and/or Contractor their subcontractors, officers, agents or employees as the case may be.
 - 12. Failure by the City to require the fulfilment of the City's obligations, or to exercise any rights herein contained, shall not constitute a waiver, a renunciation or a surrender of those rights.
 - 13. GENERAL
 - a) This Agreement constitutes the entire agreement between the parties. No implied terms or obligations of any kind shall arise from anything in this Agreement or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against a party may be founded.
 - b) No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
 - c) This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Saskatchewan.
 - d) If any term in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the offending term will be severed from this Agreement and its invalidity or unenforceability will not affect the remaining terms, which will be construed as if the offending term never existed.
 - e) The acquiescence of one party to any breach of this Agreement by the other party will not operate as a waiver or stop the party not in breach from enforcing this Agreement against the other party.
 - f) Any capitalized terms not otherwise defined herein shall have the same meanings as referenced in the Water Access and Extra-Municipal Servicing Connection Agreement as executed by the City and the Owner.

- g) This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Agreement by facsimile or .pdf shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement:



City Clerk

SAKIMAY FIRST NATIONS
As executed by a quorum of the Band
Council of the Sakimay First Nations

SIGNED on behalf of the SAKIMAY
FIRST NATIONS by at least a quorum
of the band council of the Sakimay
First Nations in the presence of:
Signature: William Burt
Name of Witness: William Burt
Address: 484 Hoffer Drive
Regina, Sask S4N-7A1
as to all signatures unless otherwise indicated

Per: [Signature]
Chief

Per: [Signature]
Councillor

Per: [Signature]
Councillor

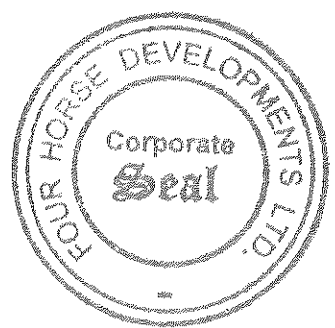
Per: [Signature]
Councillor

Per: [Signature]
Councillor

Per: Rachel Langsawi
Councillor

Per: [Signature]
Councillor

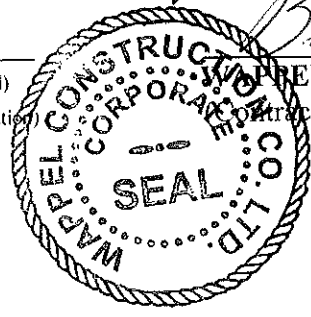
Per: _____
Councillor



**FOUR HORSE DEVELOPMENTS
LIMITED PARTNERSHIP, by and
through its general partner, FOUR
HORSE DEVELOPMENTS LTD.**

Per: [Signature]

Witness (if Contractor is an individual)
or Corporate Seal (if Contractor is a Corporation)



Per: [Signature]
MAPLE CONSTRUCTION LTD.
CO. LTD.

SCHEDULE "A"

Service Connection Engineering Drawings

As attached



City of Regina

Date: October 6, 2017
File: Sakimay

To: Walker Projects
1621 Albert Street, #109
Regina, SK S4P 2S5
Attention: Lee Heebner
Email: lheebner@walkerprojects.com

Re: **Sakimay/Four Horse Developments**
Application to Connect to City Water Services

With regard to the above location, the City has determined that the submitted drawings are acceptable. The attached drawings have been signed, stamped and dated October 6, 2017. The following comments will apply as part of our review and approval, these comments were also addressed in the Technical Memo from Walker Projects dated October 4, 2017:

- a) The Developer shall enter into a 3-way Water Service Connection Agreement for the installation of the water tie-in at Dewdney Avenue. It is understood that this agreement forms part of the overall agreement for Water Services.
- b) A future second connection and metering to the City water system is required. Effort shall be made to complete this connection within 3 years as outlined in the City of Regina Development Standards Manual.
- c) A private testing and flushing program to be executed by the Developer.
- d) AANDC and NFPA standards will determine hydrant spacing for all development within the proposed Sakimay lands.
- e) It is understood the development does not require a connection to the City sanitary sewer network at this time. The City cannot guarantee sufficient capacity at the Septage Receiving Station for all current and future developments. If the City of Regina Septage Receiving Station is intended to be used for the proposed development, please contact Shelley Wellman - Technologist at swellman@regina.ca.
- f) All materials and construction to meet current City of Regina Standard Construction Specifications.
- g) Provide fully dimensioned record drawings upon completion of construction.

If you have any questions regarding your application and/or all future submissions, please email technicalreview@regina.ca to ensure a timely response.

Dustin McCall, P.Eng
Manager, Development Engineering

JJS
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SANITARY MANHOLE DATA

NODE	RIM ELEV.	MH Ø	INVERTS	PIPE Ø
MH1	274.250 R	3600	3 INW 575.582	200
MH2	274.250 R	1000	3 INW 575.687	200
MH3	274.103 R	1000	3 INW 572.332	200

WALKER PROJECTS
 CONSULTING ENGINEERS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1100
 WWW.WALKERPROJECTS.COM

DESIGN NOTES:
 1. ALL SANITARY MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR SANITARY MANHOLES AND INVERTS.
 2. ALL SANITARY MANHOLES SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
 3. ALL SANITARY MANHOLES SHALL BE CONSTRUCTED WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
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KEY PLAN

100' SCALE

100' SCALE

100' SCALE

CITY OF DENVER
 Design No. 2017
 100' SCALE

UNIVERSITY OF COLORADO
 WALKER PROJECTS, INC.
 CERTIFICATE OF AUTHORIZATION
 100' SCALE

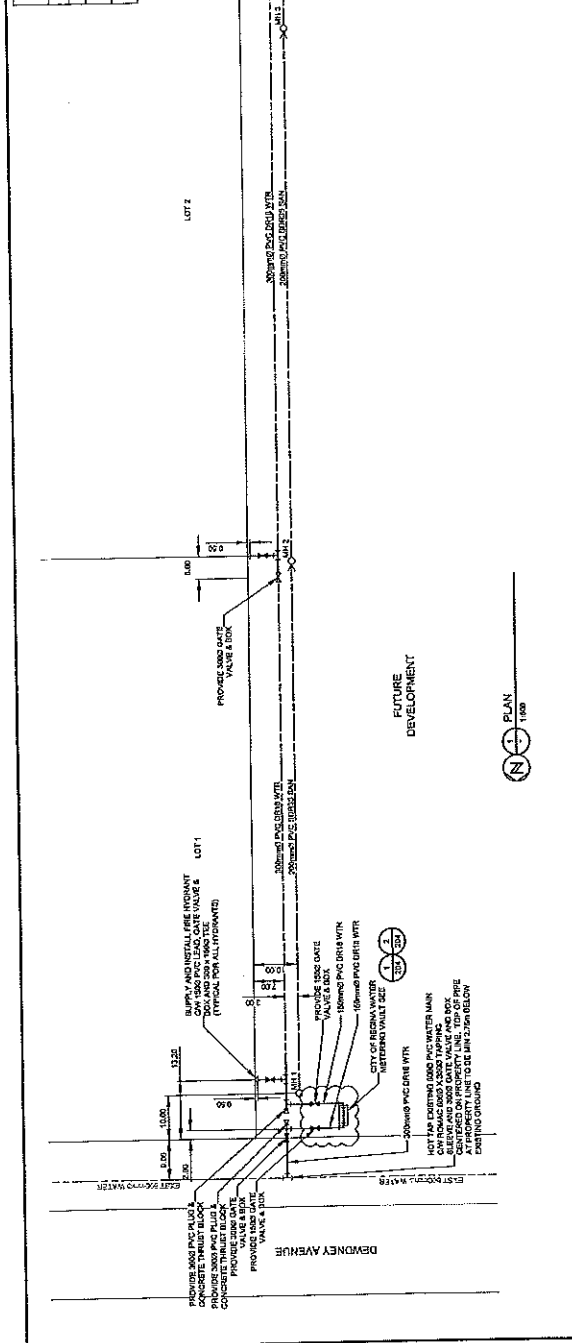
PROJECT REVIEW	INITIAL	DATE
APPROVED		
CHECKED		
DESIGNED		
PLAN CHECK		
DRAWN		

FOUR HORSE DEVELOPMENTS LTD.

SAKIMAY WESTLANDS WATER & SEWER SERVING PHASE 1

SERVICE PLAN & PROFILE STA 0+000 TO 0+280 (ALIGNMENT 1)

PROJECT NO.	DATE	SHEET NO.	TOTAL SHEETS
20170100	JULY 2017	1	2 OF 7



PLAN

100' SCALE

100' SCALE

100' SCALE

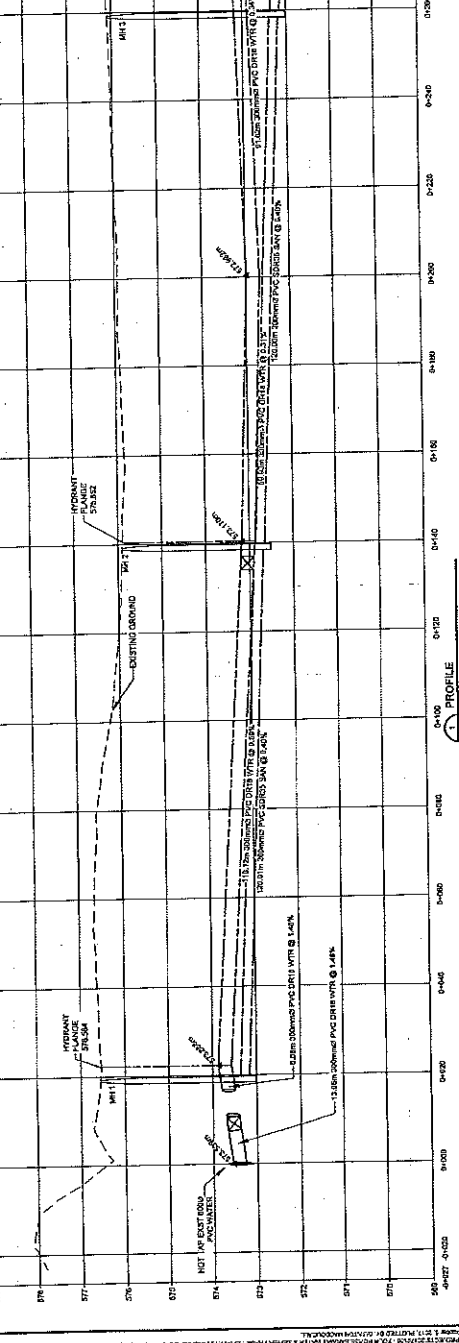
PROFILE

1.500 R/L 11.200 V

100' SCALE

100' SCALE

100' SCALE



PROFILE

1.500 R/L 11.200 V

100' SCALE

100' SCALE

100' SCALE

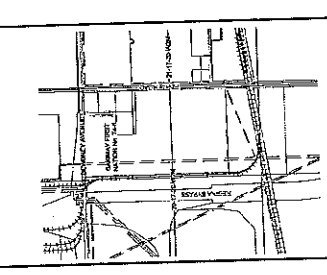
SANITARY MANHOLE DATA

NODE	MIN. ELEV.	MH OF	INVERTS	PIPE Ø
MH1	271.52(15)	1000	2 IN W/ 25' IS	300
MH2	274.04(16)	1000	2 IN W/ 25' IS	300
MH3	276.10(17)	1000	2 IN W/ 25' IS	300

WALKER PROJECTS
 CONSULTING ENGINEERS & PROFESSIONAL MANAGERS
 1000 West 10th Street, Suite 100
 Regina, Saskatchewan S4P 0R6
 Tel: (306) 382-1111
 Fax: (306) 382-1112
 www.walkerprojects.com

CLIENT:
 FOUR HORSE DEVELOPMENTS LTD.
 20170100
 20170100
 20170100

KEY PLAN



CITY OF REGINA
 Design No: 2017
 Date: Oct 6, 2017
 Project: Sanitary Sewer Main

APPROVED:
 PROJECT REVIEW: INITIAL DATE
 APPROVED: _____
 CHECKED: _____
 DESIGNED: _____
 PLANNING: _____
 DRAWN: _____

PROJECT REVIEW:
 INITIAL DATE
 APPROVED: _____
 CHECKED: _____
 DESIGNED: _____
 PLANNING: _____
 DRAWN: _____

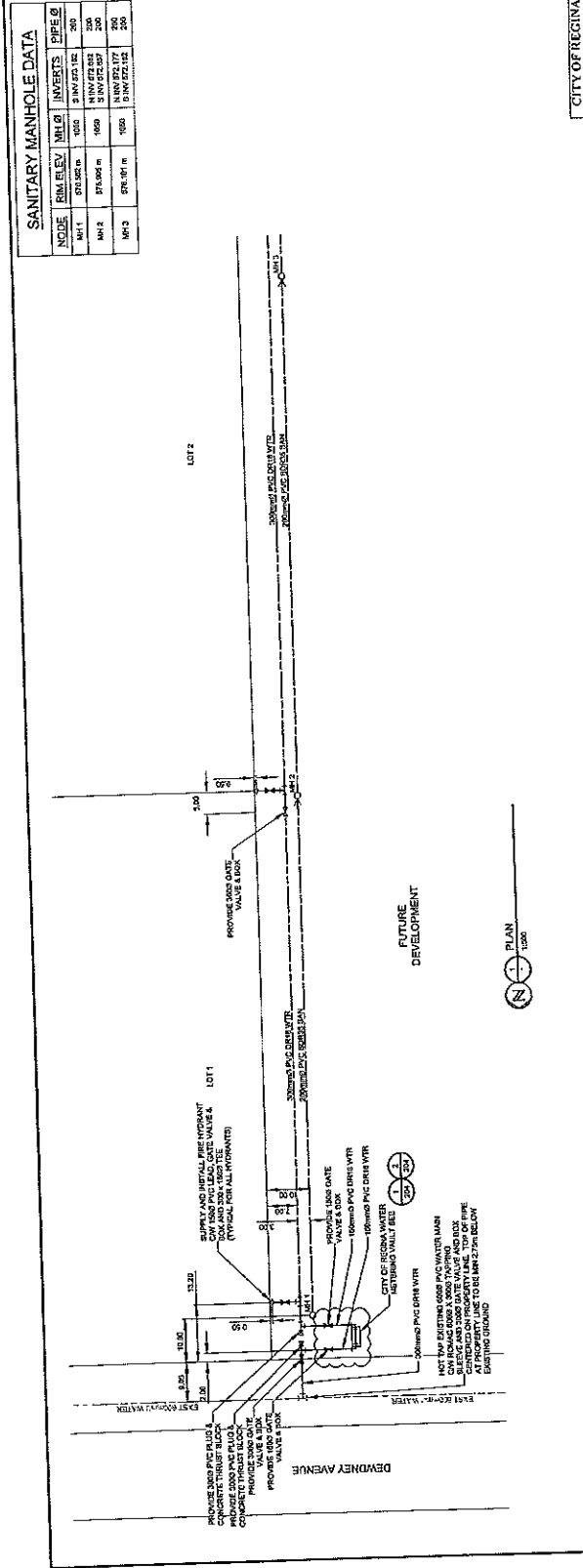
DESIGNED BY:
 1. DESIGNED FOR APPROVAL: 2017-10-06
 2. DESIGNED FOR APPROVAL: 2017-10-06
 3. DESIGNED FOR APPROVAL: 2017-10-06
 4. DESIGNED FOR APPROVAL: 2017-10-06

FOUR HORSE DEVELOPMENTS LTD.

SAKIMAY WESTLANDS WATER & SEWER SERVICING PHASE 1

SERVICE PLAN & PROFILE STA 0+000 TO 0+260 (ALIGNMENT 1)

PROJECT NO: 20170100
REVISION: 1
DATE: JULY 2017
SHEET NO: 2 OF 7



CITY OF REGINA
 Design No: 2017
 Date: Oct 6, 2017
 Project: Sanitary Sewer Main

APPROVED:
 PROJECT REVIEW: INITIAL DATE
 APPROVED: _____
 CHECKED: _____
 DESIGNED: _____
 PLANNING: _____
 DRAWN: _____

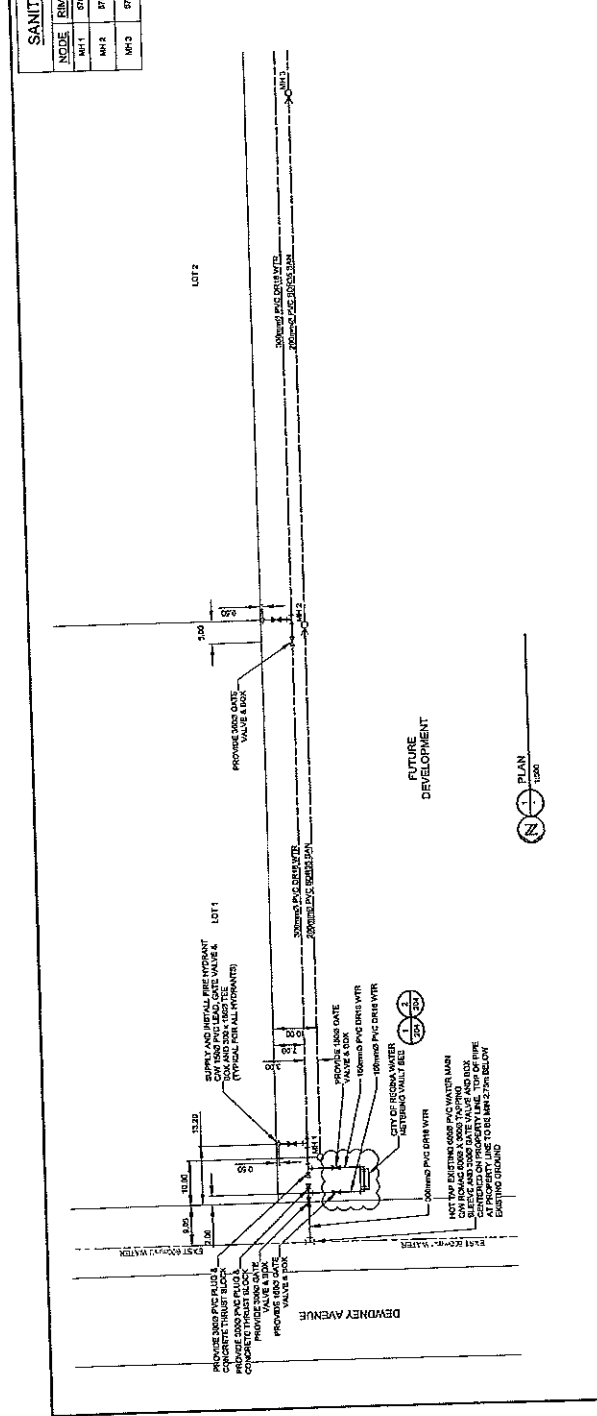
DESIGNED BY:
 1. DESIGNED FOR APPROVAL: 2017-10-06
 2. DESIGNED FOR APPROVAL: 2017-10-06
 3. DESIGNED FOR APPROVAL: 2017-10-06
 4. DESIGNED FOR APPROVAL: 2017-10-06

FOUR HORSE DEVELOPMENTS LTD.

SAKIMAY WESTLANDS WATER & SEWER SERVICING PHASE 1

SERVICE PLAN & PROFILE STA 0+000 TO 0+260 (ALIGNMENT 1)

PROJECT NO: 20170100
REVISION: 1
DATE: JULY 2017
SHEET NO: 2 OF 7



CITY OF REGINA
 Design No: 2017
 Date: Oct 6, 2017
 Project: Sanitary Sewer Main

APPROVED:
 PROJECT REVIEW: INITIAL DATE
 APPROVED: _____
 CHECKED: _____
 DESIGNED: _____
 PLANNING: _____
 DRAWN: _____

DESIGNED BY:
 1. DESIGNED FOR APPROVAL: 2017-10-06
 2. DESIGNED FOR APPROVAL: 2017-10-06
 3. DESIGNED FOR APPROVAL: 2017-10-06
 4. DESIGNED FOR APPROVAL: 2017-10-06

FOUR HORSE DEVELOPMENTS LTD.

SAKIMAY WESTLANDS WATER & SEWER SERVICING PHASE 1

SERVICE PLAN & PROFILE STA 0+000 TO 0+260 (ALIGNMENT 1)

PROJECT NO: 20170100
REVISION: 1
DATE: JULY 2017
SHEET NO: 2 OF 7

SCHEDULE "B"

CONTRACTOR REQUIREMENTS

FOR EXTRA – MUNICIPAL SERVICING CONNECTION INSTALLATION

THE CONTRACTOR SHALL:

1. Be considered an "Approved Contractor" as determined by the City of Regina (the "City" for work in the City right of way.
2. Obtain from the City, a set of City as-built plans for the intended location, from the Community Planning & Development Division, Development Engineering Branch.
3. Submit a set of Service Connection Engineering Drawings to Community Planning & Development Division, Development Engineering Branch for the design of the proposed work for review and approval.
4. Contact and provide the Development Engineering Branch a minimum of (2) weeks in advance of the construction date with a:
 - a) Completed and signed "Extra-Municipal Servicing Connection Agreement" with attached the reviewed and approved Service Connection Engineering Drawings. ;
 - b) Proof of insurance as required in subsection 3(e)(ii) of the "Extra-Municipal Servicing Connection Agreement"; and
 - c) Capital reimbursement fee payment as provided for in section 10 of the "Extra-Municipal Servicing Connection Agreement".
5. Set-up site meeting with the City's Development Engineering Branch representative in which the Contractor shall identify how the work is proposed to be done, and determine traffic accommodation method as required. All traffic accommodation must be completed in accordance with the City's traffic manual and be approved by Traffic Control.
6. Contact City Operations Division, Traffic Control and Parking Branch three (3) days in advance of the work to be done if the intended work site location is on a bus route, collector roadway, arterial roadway or downtown core.
7. Obtain all required building and development permits.
8. Comply at all times with Saskatchewan Labour's "Occupational and Safety Regulations" manual, latest edition.
9. Obtain underground locates from all utility companies.

10. Make the following arrangements if the water or sewer mains are to be shut-down as part of the construction:
 - a) Hand deliver notifications to all affected customers no later than seven (7) days in advance of the intended construction as required by Standard Construction Specification #01510, Temporary Water Supply.
 - b) Arrange with the Engineering Services Branch to have the existing City services checked for condition three (3) days in advance of the intended construction.
11. Reinstate existing roadway structures, including concrete road base, unless otherwise specified by the City.
12. Reinstate all existing concrete walk, curb and gutters, including private sidewalks, if affected and reinstate all lawn cuts, including irrigation repairs, if necessary.
13. Clean-up the construction site(s) to the City's satisfaction.
14. Submit a complete set of record drawings and information to the Engineering Services Branch within thirty (30) days from substantial completion of construction.

SCHEDULE "C"
MAP OF INITIAL SERVICE AREA CONNECTION

As attached

