

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, JULY 14, 2014
DALMENY TOWN OFFICE

PRESENT: Councillors Joel Mierau, Jon Redekop, Doug Wilson, Jon Kroeker, Matt Bradley, CAO Shelley Funk

ABSENT: Mayor Allan Earle, Councillor Ed Slack

CALL TO ORDER:

Deputy Mayor Mierau called the regular council meeting to order at 7:30 p.m., a quorum being present.

ADOPTION OF AGENDA:

136/14 – Bradley/Wilson – That the agenda be adopted as presented.
Carried.

MINUTES:

137/14 – Redekop/Wilson – That the minutes of the June 23/14 regular council meeting be approved as circulated.
Carried.

ACCOUNTS TO PAY:

138/14 – Bradley/Kroeker – That the accounts as listed be approved for payment:

C9863-9906	\$238,335.85
Direct Deposits	\$2,602.46
	\$15,654.34
	<u>\$17,499.11</u>
	<u>\$274,091.76</u>

Carried.

CORRESPONDENCE:

139/14 – Bradley/Kroeker – Correspondence as listed be received and filed:
a. Mike Furi – request for tax information
Carried.

REPORTS:

140/14 – Kroeker/Redekop – That reports as listed be received:
a. Administration – bimonthly report
b. Dalmeny Police Service – statistics report for May 2014
c. SREDA – minutes of June 17/14 meeting, regional report
Carried

BYLAW 10/14 – TO ENTER INTO AGREEMENT:

141/14 – Wilson/Bradley – Bylaw 10/14 being a bylaw to enter into agreement for fire protection services, be introduced and read a first time.
Carried.

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
9863	6/30/2014	Blue Cross 136	JULY BLUE CROSS PMT	4,033.48	4,033.48
9864	6/30/2014	Blue Cross 133	JULY FLEX PLAN PMT	895.96	895.96
9865	6/30/2014	M.E.P.P. 137	JUNE MEPP PAYMENT	8,632.12	8,632.12
9866	6/30/2014	Prairie Spirit School Div #206 36	JUNE TAXES COLLECTED	31,432.32	31,432.32
9867	6/30/2014	Receiver General For Canada 155	2ND QUARTER GST PMT	2,695.43	2,695.43
9868	6/30/2014	Receiver General For Canada 154	JUNE REC GEN PAYMENT	14,521.76	14,521.76
9869	6/30/2014	Sask. Power Corp. 140	SASKPOWER PMT	9,831.82	9,831.82
9870-Man	7/ 9/2014	ICR Commercial Real Estate 1	LAND PURCHASE-SOUTH	10,000.00	10,000.00
9871	7/14/2014	617270 Saskatchewan Ltd. DAL-1403	VALLEY TRENCH-STORM SEWER	57,441.15	57,441.15
9872	7/14/2014	617270 Saskatchewan Ltd. DAL-1411	CATT&WRT-EAST STORM SEWER	5,745.62	5,745.62
9873	7/14/2014	Brad's Towing 136168	FIRE-ENGINE 23 TOW	236.88	236.88
9874	7/14/2014	Canadian National Railways 91060010	SIGNAL MAINTENANCE	297.10	297.10
9875	7/14/2014	Cervus Equipment 7034031	JD MOWER BELT	33.64	33.64
9876	7/14/2014	Credit Bureau of Saskatoon 03540000	T SALEN COLLECTION FEE	66.73	66.73
9877	7/14/2014	Crosby Hanna & Assoc. #11(299-43) #30	ADVISORY/DEVELOPMENT PERMITS	2,054.59	2,054.59
9878	7/14/2014	Crosby Hanna & Assoc. # (299-28)	PRAIRIE PARK-PHASE 1	8,509.96	8,509.96
9879	7/14/2014	Crystal Benoit 14	2014-2015 COM GRANT-LIBRARY	825.00	825.00
9880	7/14/2014	CUETS Financial 52	JUNE MASTERCARD PMT	1,040.05	1,040.05
9881	7/14/2014	Dalmeny AG Foods 39	FIRE/DAL DAYS/OFFICE SUPPLIES	206.22	206.22
9882	7/14/2014	Earthworks Equipment Corp 22793	EXCHANGE BOBCAT	4,948.90	4,948.90

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
9883	7/14/2014	Expert Locksmiths Ltd. 85059	LIBRARY/POLICE DOOR FIX	379.40	379.40
9884	7/14/2014	First Filter Service 167751	GMC/MOWER FILTERS	53.53	53.53
9885	7/14/2014	Government Relations 8772	FIRE-RADIO LICENSE	528.00	528.00
9886	7/14/2014	Husky Oil Marketing Company 2835879/2827596	PW-OIL DRUMS	550.00	550.00
9887	7/14/2014	Jenson Publishing 5842/6152	PUBLIC NOTICE-INDOC/GRAD AD	302.45	302.45
9888	7/14/2014	Loraas Disposal Services 45	JUNE GARBAGE PICKUP	11,381.72	11,381.72
9889	7/14/2014	Martensville Hardware Co. 11/31/21	PW-SHOP SUPP/JJ REPAIR PARTS	268.05	268.05
9890	7/14/2014	Millsap Fuel Distributors Ltd. 338301-338350	PW-GAS/DIESEL	3,819.69	3,819.69
9891	7/14/2014	MuniCode Services Ltd. 39601...	BUILDING INSPECTIONS	1,228.15	1,228.15
9892	7/14/2014	Nor-Tec Linen Services 146575	OFFICE MATS	46.76	46.76
9893	7/14/2014	Northtown Motors 2007 FORD XLT	FIRE-CAPITAL TRUCK-FORD	10,450.00	10,450.00
9894	7/14/2014	Petty Cash 5	PETTY CASH REPLENISH	572.63	572.63
9895	7/14/2014	Pinnacle Dist. S156318-00	PW-SHOP TOWELS	84.42	84.42
9896	7/14/2014	Sask Research Council 721/130/424/112	WATER LAB TESTING	122.06	122.06
9897	7/14/2014	Sask Water SW034757	BULK WATER	29,591.07	29,591.07
9898	7/14/2014	Sask. Tel 216	SASKTEL PAYMENT	1,912.07	1,912.07
9899	7/14/2014	Saskatchewan Crime Stoppers 8	POLICE-DONATION	200.00	200.00
9900	7/14/2014	Saskatoon Health Region 11	PLUMBING PERMITS	330.00	330.00
9901	7/14/2014	SVP Envoyer paiement a 5587604/5587957	WATER METERS 3/4"	1,829.74	1,829.74
9902	7/14/2014	The Bolt Supply House Ltd. 4832423-00	PW-SHOP SUPPLIES	49.43	49.43
9903	7/14/2014	The Rent-It-Store 33971	STREETS-COMPRESSOR RENTAL	1,818.71	1,818.71
9904	7/14/2014	Tim Dreger			

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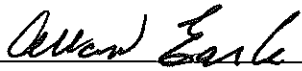
Report Date
7/24/2014 2:24 PM

Dalmeny
Accounts for Approval
As of 7/24/2014
Batch: 2014-00032 to 2014-00034

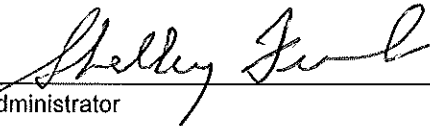
Page 3

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
9905	7/14/2014	2014043 Valon Technologies Inc 3044	OFFICE-DOOR INSTALL FIRE-FIREHALL.NET SUBSCRIPTION	2,152.50 630.00	2,152.50 630.00
9906	7/14/2014	2669 Wheatland Regional Library	LIBRARY-2/2 2014 LEVY	6,586.74	6,586.74
				Total for AP:	238,335.85

Certified Correct This July 24, 2014



Mayor



Administrator

SID:4739724 Current System Date: 2014-Jun-27 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

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

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**Payor/Payee
Name**

Bradley, Matthew

Earle, Allan

Elder, Rick

Hueser, Wilbur

Kroeker, Jonathan

Mierau, Joel

Redekop, Jonathan

Slack, Edward

Wilson, A. Douglas

Manual Release	
Rec Type	Amount
C	254.80
C	573.28
C	393.88
C	106.50
C	254.80
C	254.80
C	254.80
C	254.80
C	254.80

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2,602.46

QESF

SID:912078710 Current System Date: 2014-Jun-20 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

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

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Back to Manual Release

Payor/Payee Name	Account Number	Inst. ID	Route	Transit	Due Date	Trans Type	Rec Type	Amount
<u>Bates, Lyle</u>							C	1630.67
<u>Bates, Wesley</u>							C	1291.65
<u>Benoit, Crystal</u>							C	292.59
<u>Dreger, Jody</u>							C	186.01
<u>Emard, Terry</u>							C	164.18
<u>Funk, Shelley</u>							C	1921.89
<u>Furi, Bonnie</u>							C	203.02
<u>Halcro, Mathew</u>							C	1164.61
<u>Janzen, Kelly</u>							C	876.94
<u>Johnson, Jeffrey</u>							C	1205.46
<u>Klein, Marllys</u>							C	862.60
<u>Mossop, Edward</u>							C	1614.67
<u>Rowe, Scott</u>							C	1535.75
<u>Sonmor, Rick</u>							C	1187.29
<u>Van Meter, Christine</u>							C	1332.01
<u>Zwack, Darlene</u>							C	185.50

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15,654.84

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SID:338302906 Current System Date: 2014-Jul-07 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

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

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Back to Manual Release

Payor/Payee Name	Account Number	Inst. ID	Route Transit	Due Date	Trans Type	Rec Type	Amount
<u>Bates, Lyle</u>				2014-	000	C	2305.79
<u>Bates, Wesley</u>						C	1291.65
<u>Benoit, Crystal</u>						C	338.27
<u>Dreger, Jody</u>						C	293.63
<u>Emard, Terry</u>						C	422.20
<u>Funk, Shelley</u>						C	1921.89
<u>Furi, Bonnie</u>						C	151.43
<u>Halcro, Mathew</u>						C	1164.61
<u>Janzen, Kelly</u>						C	876.94
<u>Johnson, Jeffrey</u>						C	1489.93
<u>King, Spencer</u>						C	307.86
<u>Klein, Marlys</u>						C	862.60
<u>Mossop, Edward</u>						C	1614.67
<u>Rowe, Scott</u>						C	1535.75
<u>Sonmor, Rick</u>						C	1187.29
<u>Strautman, Alex</u>						C	307.86
<u>Van Meter, Christine</u>						C	1332.01
<u>Zwack, Darlene</u>						C	94.73

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17,499.11

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TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, JULY 14, 2014
DALMENY TOWN OFFICE

The CAO read the bylaw a first time.

142/14 – Bradley/Redekop – That Bylaw 10/14 be read a second time.
Carried.

The CAO read the bylaw a second time.

143/14 – Redekop/Kroeker – That Bylaw 10/14 be given three readings at this meeting.
Carried Unanimously.

144/14 – Kroeker/Wilson – Bylaw 10/14 be read a third time and adopted.
Carried.

The CAO read the bylaw a third time, and the Mayor and CAO signed and sealed the bylaw.

PROPOSED SUBDIVISION- SHANKS ST. :

145/14 – Kroeker/Wilson – That Shanks St. proposed subdivision be approved as presented.
Carried.

CAPITAL PROJECTS AWARD:

146/14 – Bradley/Wilson – That the Town contract Wilco Contracting Ltd. to construct 3 projects on condition of low price qualifier: Prairie Park Phase 1, Storm Pond 1, Outdoor Arena
Carried.

TOWN LAND PURCHASE:

147/14 – Wilson/Bradley – That the CAO be authorized to negotiate sale of land on behalf of Town, final terms to be approved by Council.
Carried.

ADJOURN:

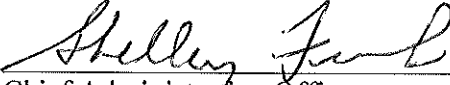
148/14 – Kroeker – That this meeting be adjourned.
Time: 10:30 p.m.

Carried.





Mayor



Chief Administrative Officer

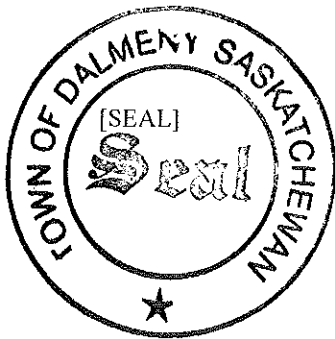
TOWN OF DALMENY

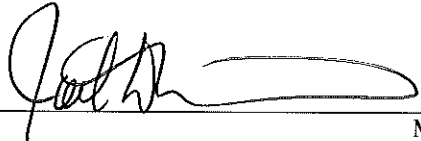
BYLAW NO. 10/14

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN
AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES**

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

1. The Town of Dalmeny is hereby authorized to enter into an agreement with The RM of Corman Park No. 344 for the purpose of provision of fire protection services, in association with the Cities of Martensville and Warman, and the Towns of Osler and Langham, as stated within the agreement.
2. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
3. The Mayor and the Chief Administrative Officer are hereby authorized to sign and execute the agreement described as Exhibit A.





Mayor



Chief Administrative Officer

Exhibit "A"

Fire Protection Agreement

Between the

The Rural Municipality of Corman Park No. 344
a corporate body pursuant to the provisions of *The Municipalities Act*
(hereinafter called "the RM")

and

City of Martensville
City of Warman
Town of Dalmeny
Town of Langham
Town of Osler

each a corporate body pursuant to the provision of *The Municipalities Act or The Cities Act*
(hereinafter called "the Provider")

- A) Whereas, the RM is desirous of providing a fire fighting, rescue and first responder service for its ratepayers residing in the northern area of the RM as designated in the map shown in Schedule "A" attached; and
- B) Whereas, the Provider owns, operates, and manages an organized fire service and is willing to supply said service, insofar as equipment and personnel is available, to the ratepayers of the RM in accordance with the terms of this agreement:

The parties hereto agree as follows:

1) Definitions:

- a. "Alarm" means any emergency call to which the Fire Department is dispatched
- b. "False Alarm" means any emergency call to which the Fire Department is dispatched, and upon response is found to warrant no action
- c. "Fire Department" means the organization operated by the Provider to carry out fire fighting duties, including all vehicles and onboard equipment
- d. "Non-Productive Call" means a call where action has been warranted but no fire fighting or rescue activities have taken place
- e. "Primary Response" means the Fire Department that is first dispatched to the an Alarm, and has command of said alarm unless agreeing to turn over command to another responding department
- f. "Productive Call" means fire fighting or rescue activities that have been performed by the fire department

2) The Provider agrees:

- a. To deploy fire department equipment and personnel to respond to Alarms in the RM received by their Fire Department with respect to building, brush, prairie or vehicle fire, extrication rescue or

medical emergency necessitating first response (required level of service to be reviewed annually), subject to:

- i. The Provider having Fire Department equipment and personnel available, of which the Provider shall be the sole judge; and,
- ii. Emergencies or threats of emergencies within the municipal limits of the Provider to which the Provider's Fire Department has responded or may be obliged to respond shall have priority;

And provided that:

- iii. Weather or road conditions or other hazards will not unduly jeopardize equipment or the health and safety of the Provider's Fire Department personnel; and,
 - iv. Suitable access is available to the location where the emergency is alleged to exist.
- b. To invoice the RM, in accordance with charges set out in Schedule "B", within thirty (30) days of each incident, including:
 - i. Date and time of incident
 - ii. Name of person(s) who gave the alarm, if available
 - iii. Name of the owner of the property
 - iv. Legal land description
 - v. Probable cause of fire, if available
 - vi. Description of services provided;
 - c. To be responsible for the operation, storage, insurance and ordinary maintenance of the vehicle and equipment purchased by the RM and utilized for fighting fires in the RM; and,
 - d. That the vehicle and equipment provided by the RM shall be available for fighting fires in any areas serviced by the Provider including accidents on public highways.

3) The RM agrees:

- a. To pay to the Provider, within thirty (30) days of receipt of the invoice, the charges set out in Schedule "B" of this agreement, which will be adjusted annually to mirror rates set by SGI;
- b. That fires, extrication rescues or medical first responses to motor vehicle accidents on public highways within the RM are excluded from the Agreement;
- c. Before January of each year, during the term of this agreement, to allocate to each fire department of the Provider(s) the sum of \$5,000 for operating expenses (i.e. supplies, protective clothing, training, etc.), such funds to be cumulative and remain with the RM until requested for use by the Provider and allocated proportionately noting that, should the agreement be terminated, the full accumulated amount will be paid out to the Provider; and,
- d. That the vehicle and equipment provided by the RM shall be available for fighting fires in any areas serviced by the Provider including accidents on public highways.

4) Response:

- a. It is agreed that response times by the Provider to Alarms in the RM may vary dependent on the distance from the fire hall, availability of equipment and/or personnel, and road, weather, or other conditions as noted in 2a above;
- b. It is agreed that delayed response time by the Provider does not constitute negligence, or any other actionable cause against the Provider;
- c. It is agreed that response times by the Provider to alarms in the RM may vary dependent on the distance from the fire hall, availability of equipment or personnel, road, weather or other conditions;
- d. It is agreed that the response area is the area set forth in Schedule "A" of this agreement;

- e. Notwithstanding Section 4 b within, the Fire Department receiving the Alarm shall be the Primary Response Department;
- f. The Primary Response Department may transfer the alarm to any other fire department, having an agreement for fire services with the RM, to respond to the alarm if they are closer or may be in a position to respond more quickly due to availability of equipment and/or personnel or due to road, weather or other conditions;
- g. The Provider may respond to alarms or calls from the RM whether or not steps have been taken to authenticate or confirm that the reported emergency or hazard actually exists but where the call is from any person purporting to be located within the boundaries of the RM, whether or not this can be confirmed by the Provider; and,
- h. The Fire Department, at their discretion, may request mutual aid assistance from other departments and/or equipment as necessary to assist with Alarms within the RM.

5) Capital Purchases

- a. The RM will provide capital equipment, or funding, as set out in Schedule "C" to this Agreement.

6) Notices

- a. Any notices, requests, or other documents to be given by a party hereunder shall be in writing and shall be deemed to have been given:
 - i. When received, if given in person or by prepaid courier
 - ii. On the date of transmission, if delivered by facsimile or other electronic submission
 - iii. Three (3) business days after mailing if sent by ordinary prepaid mail at the address set out below or to such other address as either party may advise the other from time to time

b. Notices may be delivered to:

i. If to the RM:

RM of Corman Park
 111 Pinehouse Drive
 Saskatoon, SK S7K 5W1
 (306) 242-6965 (facsimile)

ii. If to the Provider:

City of Martensville
 Box 970
 37 Centennial Dr S S0K 2T0
 Fax (306) 933-2468

City of Warman
 Box 340
 107 Central St W S0K 4S0
 Fax (306) 933-1987

Town of Dalmeny
 Box 400
 301 Railway Ave
 S0K 1E0
 Fax (306) 254-2142

Town of Langham
 Box 289
 230 Main St E
 S0K 2L0
 Fax (306) 283-4772

Town of Osler
 Box 190
 228 Willow Dr
 S0K 3A0
 Fax (306) 239-2194

7) General Items:

- a. The parties agree to indemnify and save harmless the other party, its directors, officers, employees, agents, and representatives from any and all third party losses or claims of any kind in any way rising out of the performance of either party under this agreement, except where the claims are caused or contributed by the negligence or willful act of either party;

- b. All parties shall maintain a minimum liability insurance policy of five million dollars (\$5,000,000.00);
- c. Other than as set out in this Agreement, the Provider shall not be liable for any damages or losses of the RM which may result from the Providers failure to respond to any alarm or call, relative to fire or other emergency in the RM, or for any delay in responding to such alarms or calls;
- d. The RM hereby releases and discharges the Provider from any and all manner of actions, causes of action or claims and demands which the RM may have against the Provider by reason of any breach of this agreement, except where such loss is caused by proven negligence of the Providers fire fighters;
- e. The RM shall indemnify and save the Provider harmless from and against all third party claims against the Provider for losses, costs, damages, injury and expense to person or property of every nature and kind whatsoever arising out of or in any way attributable to the provision of fire fighting services under this agreement, except where such loss is caused by proven negligence of the Provider's fire fighters;
- f. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the federal laws of application therein
- g. The headings in this agreement are for the sole purpose of convenience of reference and shall not be used in the interpretation of this agreement
- h. Amendments to this agreement or Schedules thereto may be made from time to time by complimentary resolutions of the Council of the RM and the Councils of the Provider
- i. The schedules in this agreement may be changed from time to time by resolution of the RM and the Provider

8) Term:

- a. The term of this agreement shall be four (4) years, commencing on July 1, 2014 and terminating on June 30, 2018
- b. If a new agreement is not tendered by June 30, 2018, this agreement will be considered renewed for an additional four (4) years with the capital portion of the agreement (Schedule C) to include capital dollars of not less than \$50,000 per department per year to and including the year 2022.
- c. This agreement can be terminated by either party by one year written notice
- d. This agreement replaces, and nullifies any and all previous agreements between the parties with respect to firefighting services

9) Severability:

- a. If any term of this agreement is found to be unenforceable, invalid, or illegal by any court holding jurisdiction, the unenforceable, invalid, or illegal terms shall not affect the remainder of this agreement

Date: July 18, 2014



RURAL MUNICIPALITY OF CORMAN PARK NO. 344

REEVE

ADMINISTRATOR

Date: June 27/14



CITY OF MARTENSVILLE

[Signature]
MAYOR

[Signature]
CITY MANAGER

Date: June 24, 2014



CITY OF WARMAN

[Signature]
MAYOR

[Signature]
CITY MANAGER

Date: June 27, 2014



TOWN OF DALMENY

[Signature]
MAYOR

[Signature]
CHIEF ADMINISTRATIVE OFFICER

Date: June 27/2014



TOWN OF LANGHAM

[Signature]
MAYOR

[Signature]
ASSIST ADMINISTRATOR

Date: June 19/14



TOWN OF OSLER

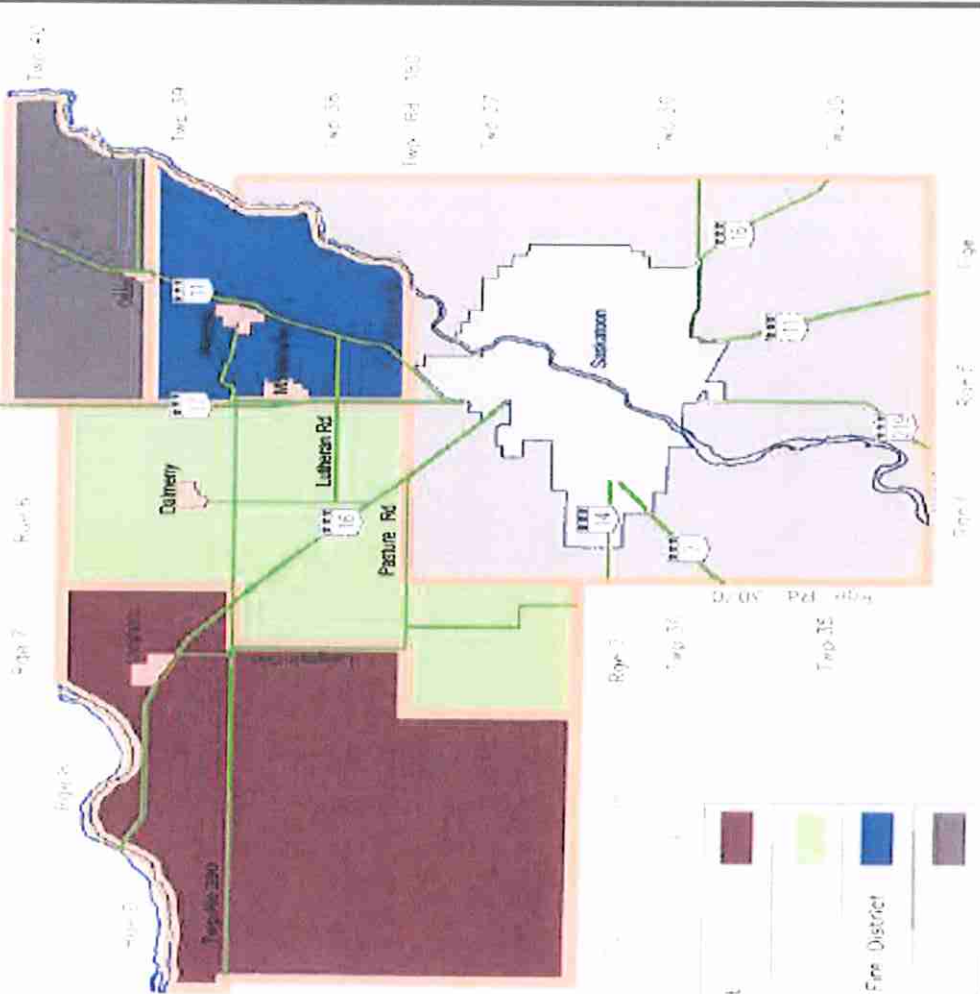
[Signature]
MAYOR

[Signature]
CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"



MAP OF SERVICE AREA IDENTIFYING MUNICIPAL RESPONSE AREAS

Fire Protection Zones



MUNICIPAL JURISDICTIONS

Municipality	Phone
Saskatoon	978-3630
Mortersville	974-6245
Warman	978-1987
Longham	950-4722
Dolmeny	254-2142
Osler	226-2194
Asquith	726-1069

	Longham Fire District
	Dolmeny Fire District
	Mortersville/Warman Fire District
	Osler Fire District
	Saskatoon Fire District
	Fire District Boundary
	Major Roadways

(NOTE – this map is currently under review as some of the numbers are incorrect and the boundaries are being reworked by the North Corman Fire Chiefs' Association. Coverage is in place for the RM area shown).

SCHEDULE "B"

Rates and Charges**

Fire Department Productive Response	Current SGI Rates
Non Productive	Current SGI Rates
False Alarms	\$250 flat fee
Additional Equipment, Supplies, etc. required during Alarm (i.e. foam, purchased water, hired equipment)	Billed at cost *
Damage to or loss of provider-owned fire-fighting equipment which occurs as a result of RM fire-fighting and for which coverage is excluded in the provider's insurance policy, except where such loss is caused by proven negligence of the provider's fire fighters	Billed at cost *

Invoice to the RM must include detailed description of mutual aid and/or additional equipment and supplies required

** Any time a back-up Fire Department is called out they will be a paid out at the same rates as the Primary responding department**

Schedule "C"

CAPITAL EQUIPMENT PURCHASES

The RM Agrees to a 4-year Capital Allowance of \$400,000 annually to be divided equally among the municipalities listed as the "provider" in this agreement. This amount is in addition to the balance of the agreement and will allow each municipality to purchase their own pumper apparatus for primary use in the RM of Corman Park. Should the Agreement be terminated any time prior to 4 years from the date of signing the RM will pay out the balance of the 4-year Capital Allowance to the Provider.

In the event that a further agreement has not been signed by June 30, 2018, the term of the agreement shall be considered renewed as per Section (8)b of this Agreement.

The equipment purchased through this process will remain the property of the Provider at the expiration of the agreement.