

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, MARCH 26, 2018
DALMENY TOWN OFFICE

PRESENT: Mayor Jon Kroeker, Councillors Ed Slack, Jon Redekop, Christa-Ann Willems, Anna-Marie Zoller, Karly Russin, and Greg Bueckert. Also present was CAO Jim Weninger.

ABSENT: None.

CALL TO ORDER

Mayor Jon Kroeker called the Regular Council Meeting to order at 7:00 p.m., a quorum being present.

ADOPTION OF AGENDA

121/18 – Zoller/Russin – That the agenda for the Regular meeting of Council of the Town of Dalmeny for March 26, 2018 be adopted and amended as follows:

Delegation: Thomas and Mary Baxter - 7:30 p.m.

Carried.

MINUTES

122/18 – Zoller/Russin – That the Minutes of the March 12, 2018 Regular Council meeting be approved as circulated.

Carried.

ANNEXATION- MINISTER'S ORDER

123/18 – Bueckert/Russin – That the Minister's Order Alteration of Boundaries between the Town of Dalmeny and the Rural Municipality of Corman Park No. 344 as dated March 1, 2018 be accepted by Council.

Carried.

ACCOUNTS PAYABLE

124/18 – Bueckert/Redekop - That the accounts as detailed on the attached cheque listing and amounting to \$51,801.45 for the period ending March 22, 2018 and representing cheque numbers 13486 to 13512 be approved by Council.

Carried.

PAYROLL

125/17 – Bueckert/Redekop – That the payroll in the amount of \$22,474.06 for the pay period ending March 12, 2018 be approved by Council.

Carried.

 1

TOWN OF DALMENY
REGULAR COUNCIL MEETING
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DALMENY TOWN OFFICE

CORRESPONDENCE

126/18 – Russin/Bueckert – That the following correspondence be filed:

- A. Increase in Turbidity
- B. Residential Monthly Water Rate Comparison (at Feb 2018)
- C. Catterall & Wright – FCM Municipal Asset Management Program Funding Offer

Carried.

CAO REPORT

127/18 – Willems/Zoller – That the Town Administrator/CAO Report as presented by Town Administrator/CAO Jim Weninger for March 26, 2018 be accepted by Council.

Carried.

RECONCILIATION MEETING

128/18 – Willems/Slack – That Councillor Anna-Marie Zoller, along with Town Administrator/CAO Jim Weninger be given permission to attend the Reconciliation meeting on Tuesday, April 10, 2018 from 9:00 a.m. to 11:30 a.m. at One Arrow First Nations. Expenses to be paid in accordance with Town of Dalmeny Policies and Procedures.

Carried.

PESTICIDE COURSE

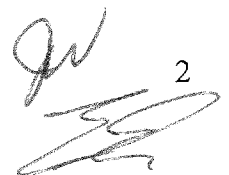
129/18 – Redekop/Russin – That Operator 3 Jeff Johnson be enrolled in the Pesticide Operator's Course offered by Great Plains College from April 3 to April 6, 2018 inclusive at a cost of \$749.00 and that Program Coordinator Brigitte Monteith be advised of the same. Expenses to be paid in accordance with Town of Dalmeny Policies and Procedures.

Carried.

WATER METER PURCHASE

130/18 – Redekop/Russin – That the Town accept the quote from Flocor Inc. for the purchase of one hundred (100) water meters at an estimated cost of \$39,469.10, which includes applicable taxes.

Carried.



TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, MARCH 26, 2018
DALMENY TOWN OFFICE

CAO HOLIDAYS

131/18 – Slack/Redekop – That the Town Administrator/CAO Jim Weninger be given permission to take holidays from July 30 to August 7, 2018 inclusive.

Carried.

CAO HOLIDAYS

132/18 – Slack/Redekop – That the Town Administrator/CAO Jim Weninger be given permission to take holidays from November 9 to November 19, 2018 inclusive.

Carried.

Delegates Thomas and Mary Baxter arrived at the meeting at 7:29 p.m.

DELEGATION

Delegates Thomas and Mary Baxter attended the meeting to discuss how Council plans to mitigate potential safety and aesthetic issues between residences on the south side of Highway 305 West, and the Industrial/Commercial lands as per the resolution that was passed at the November 20, 2017 Regular Meeting.

Delegates Thomas and Mary Baxter left the meeting at 7:58 p.m. and did not return.

LIBRARY BOARD MEETING MINUTES

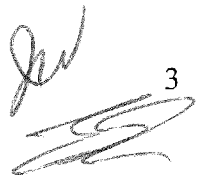
133/18 – Zoller/Bueckert – That the Minutes of the February 27, 2018 Dalmeny Library Board meeting be accepted by Council.

Carried.

LOCAL IMPROVEMENT FORMULA

134/18 – Zoller/Willems – That Council approve the Town of Dalmeny Local Improvement Formula and that this formula be used on all future asphalt pavement local improvement projects, with changes, if any, reviewed on an annual basis.

Carried.

 3

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, MARCH 26, 2018
DALMENY TOWN OFFICE

VICTOR TERRACE - PRELIMINARY ASSESSMENT SCHEDULE AND LOCAL GOVERNMENT COMMITTEE APPLICATION FORM

135/18 – Willems/Russin – That the Report prepared by Town Administrator/CAO Jim Weninger and the Engineering Firm of Catterall & Wright, with respect to the proposed local improvement listed below, be adopted; that application be made under clause 5 (1) (b) of *The Local Improvement Act, 1993* to the Saskatchewan Municipal Board, Local Government Committee, to undertake this work as a local improvement at an estimated cost of \$405,683.00

<u>Work/Service</u>	<u>On</u>	<u>From</u>	<u>To</u>
Asphalt Pavement	Victor Terrace	Loeppky Avenue	Cul-de-Sac (Bulb)

and; that the land described above is specially or directly benefited by reason of this local improvement differently from or greater than that generally received by the landowners in the municipality.

Carried.

WAKFIELD AVENUE - PRELIMINARY ASSESSMENT SCHEDULE AND LOCAL GOVERNMENT COMMITTEE APPLICATION FORM

136/18 – Willems/Slack – That the Report prepared by Town Administrator/CAO Jim Weninger and the Engineering Firm of Catterall & Wright, with respect to the proposed local improvement listed below, be adopted; that application be made under clause 5 (1) (b) of *The Local Improvement Act, 1993* to the Saskatchewan Municipal Board, Local Government Committee, to undertake this work as a local improvement at an estimated cost of \$327,826.00

<u>Work/Service</u>	<u>On</u>	<u>From</u>	<u>To</u>
Asphalt Pavement	Wakefield Avenue	East of First Street	Lane East of Prairie Street

and; that the land described above is specially or directly benefited by reason of this local improvement differently from or greater than that generally received by the landowners in the municipality.

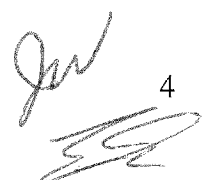
Carried.

BYLAW 2-2018 – ALL-NET.CA AGREEMENT

137/18 – Willems/Slack – That Bylaw 2-2018, a Bylaw to enter into an Agreement with All-Net.ca Inc. be introduced and read a first time.

Carried.

The CAO read Bylaw 2-2018 a first time.


4

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, MARCH 26, 2018
DALMENY TOWN OFFICE

138/18 – Bueckert/Russin – That Bylaw 2-2018 be read a second time.

Carried.

The CAO read Bylaw 2-2018 a second time.

139/18 – Slack/Redekop – That Bylaw 2-2018 be given third reading at this meeting.

Carried Unanimously.

140/18 – Slack/Redekop – That Bylaw 2-2018 be read a third time and adopted.

Carried.

The CAO read Bylaw 2-2018 a third time, and the Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

141/18 – Slack/Redekop – That Council move into the Committee of the Whole and that the session be “in camera” at 8:17 p.m.

Carried.

Councillor Anna-Marie Zoller declared a conflict of interest and a pecuniary interest regarding the Dalmeny Daycare Inc. and left the room at 8:47 p.m.

RECONVENE

142/18 – Redekop/Russin - That Council reconvene and report at 9:35 p.m.

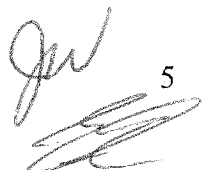
Carried.

DALMENY DAYCARE ASSOCIATION INC.

143/18 – Bueckert/Willems – That the Town of Dalmeny provide a “letter of intent” to the Dalmeny Daycare Inc. pertaining to the subsidization of the installation of the water main and a sanitary sewer main, along with associated manhole, water hydrant, plugs, valves, tees and service connections required by the Daycare facility such that the maximum cost to the Dalmeny Daycare Inc. will not exceed \$20,000.00

Carried.

Councillor Anna-Marie Zoller returned to the meeting at 9:40 p.m.



TOWN OF DALMENY
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Councillor Greg Bueckert left the meeting at 9:40 p.m. and did not return.

IN-CAMERA

144/18 – Willems/Bueckert – That Council move into the Committee of the Whole and that the session be “in camera” at 9:42 p.m.

Carried.

RECONVENE

145/18 – Russin/Zoller - That Council reconvene and report at 9:58 p.m.

Carried.

SPRUCE MANOR LANE CLOSURE COSTS

146/18 – Willems/Slack – That the costs in the amount of \$4,200.00 (\$5,400.00- \$1,200.00) associated with the Closure of the Lane between Spruce Manor Special Care Home and the Town of Dalmeny involving Lot Z, Block 27, Plan 85S17476 and the parcel tie of Block B, Plan 102255623 be accepted by Council. Payment of these costs by Spruce Manor Special Care Home shall also include the selling price (circa 97 - \$653.75) of the lane which is now legally known as Block B, Plan 102255623 and is approximately 0.16 acres in size.

Carried.

ADJOURN

147/18 – Zoller/Redekop – That the meeting be adjourned. Time 10:00 p.m.

Carried.

Original Signed by Deputy Mayor Ed
Slack

Original Signed by CAO Jim Weninger



Report Date
3/22/2018 3:32 PM

Dalmeny
Accounts for Approval
As of 3/22/2018
Batch: 2018-00016

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
13486	3/26/2018	Crosby Hanna & Assoc. #38 (341-38)	DEVELOPMENT PERMITS	141.75	141.75
13487	3/26/2018	Darlene Klassen 18	FIRE-MEDICAL/OFFICE SUPPLIES	245.38	245.38
13488	3/26/2018	JDM Construction Corp 2018-R7001	JJ-METAL ROOF LEAK	3,203.46	3,203.46
13489	3/26/2018	Jenson Publishing 300044272	NOTICE OF ASSESSMENT	129.94	129.94
13490	3/26/2018	Kemsol Products Ltd. 250906	ARENA JANITORIAL	200.36	200.36
13491	3/26/2018	LaRoche-McDonald Agencies 95542/95543	FIRE-ON/OFF DUTY COVERAGE	4,511.78	4,511.78
13492	3/26/2018	Loblaws Inc. 637405807	ARENA BOOTH SUPPLIES	587.94	587.94
13493	3/26/2018	Luckett Wenman & Assoc 10999/10998	GST/PST AUDIT- 36%	1,173.59	1,173.59
13494	3/26/2018	Martensville Bldg.&Home Supply 986365	JJ SUPPLIES	72.77	72.77
13495	3/26/2018	Minister of Finance 233969	2018 NOTICE OF ASSESSMENT	30.00	30.00
13496	3/26/2018	MuniCode Services Ltd. 46687/6644/6643	BUILDING INSPECTIONS	797.43	797.43
13497	3/26/2018	Nor-Tec Linen Services 169488	ARENA/POLICE/OFFICE MATS	95.63	95.63
13498	3/26/2018	Operator Certification Board 10	RICK'S OPERATOR RENEWAL	150.00	150.00
13499	3/26/2018	Petty Cash 13	PETTY CASH REPLENISH	225.15	225.15
13500	3/26/2018	Pitney Bowes Global Credit Ser 3200737166	OFFICE-POSTAGE CONTRACT	210.49	210.49
13501	3/26/2018	Pitney Bowes of Canada Ltd. 1006738493	POSTAGE MACHINE INK	366.77	366.77
13502	3/26/2018	Rick Elder 139	COUNCIL MEETING-SUBWAY	67.44	67.44
13503	3/26/2018	S.A.M.A. 5	2018 ANNUAL MEEETING-JIM	75.00	75.00
13504	3/26/2018	S.U.M.A. 82245	POSTAGE WATER SAMPLES	307.28	307.28
13505	3/26/2018	Sask Research Council 5484/738/970/93	WATER LAB TESTING	110.24	110.24



Report Date
3/22/2018 3:32 PM

Dalmeny
Accounts for Approval
As of 3/22/2018
Batch: 2018-00016

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
13506	3/26/2018	Sask Water SW057009	BULK WATER	29,098.77	29,098.77
13507	3/26/2018	Sask. Government Insurance 122	HANDI VAN REGISTRATION	1,215.06	1,215.06
13508	3/26/2018	Sask. Tel 304	SASKTEL PAYMENT	1,605.11	1,605.11
13509	3/26/2018	Saskatchewan Crime Stoppers 12	POLICE-DONATION	200.00	200.00
13510	3/26/2018	Source Office Furnishings 54897	JJ LOEWEN CHAIRS	6,782.10	6,782.10
13511	3/26/2018	SPI Health and Safety Inc. 10168434-00	FIRE-AMMONIA DETECTOR	98.61	98.61
13512	3/26/2018	Theodore's in Martensville 755243/221/403	ARENA BOOTH SUPPLIES	99.40	99.40
				Total for AP:	51,801.45

Certified Correct This March 22, 2018

Original Signed by Deputy Mayor Ed
Slack

Original Signed by CAO Jim Weninger

Payor/Payee's List Ready for Manual Release

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

Page 1 of 1

Payor/Payee Name

- Attwater, Dylan
- Bates, Lyle
- Bonin, Edmund
- Brown, Kierdin
- Cowley, Cody
- Cynthia, Keet
- Dreger, Jody
- Dyck, Bradley
- Elder, Jenelle
- Fraser, David
- Furi, Bonnie
- Halcro, Mathew
- Hoare, Nicole
- Honeker, Sheila
- Janzen, Kelly
- Johnson, Jeffrey
- Johnson, Phoebe
- Johnson, Griffin
- Klein, Marlys
- Mossop, Edward
- Neudorf, Rheane
- Roberts, Karen
- Rowe, Scott
- Slack, Darlene
- Sonmor, Rick
- Taylor, Thomas
- Van Meter, Christine
- Weninger, Jim

Page [1]

Rec Type	Amount
C	131.82
C	1843.83
C	1188.18
C	79.71
C	485.20
C	544.91
C	514.75
C	1459.08
C	141.03
C	697.68
C	359.77
C	1197.29
C	39.86
C	310.67
C	1246.18
C	1436.41
C	193.14
C	98.10
C	793.79
C	1842.58
C	104.24
C	252.26
C	1673.25
C	141.03
C	1876.91
C	57.09
C	1420.80
C	2344.50

23,474.06

JW
EA

TOWN OF DALMENY

BYLAW NO. 2-2018

**A BYLAW TO PROVIDE FOR THE TOWN OF DALMENY TO ENTER INTO AN
AGREEMENT WITH ALL-NET.CA INC.**

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 a Software License Agreement with All-Net.ca Inc. as it pertains to the Software Program "Connect".
2. The Software License 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".
4. This Bylaw shall come into force and take effect upon the date of final passing thereof.

Original Signed by Mayor Jon Kroeker



Original Signed by CAO Jim Weninger

Exhibit "A"

Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this 12th day of March, 2018 (the "Execution Date")

BETWEEN:

All-Net.ca Inc.

(the "Vendor")

OF THE FIRST PART

And

Town of Dalmeny

(the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use Connect by All-Net (the "Software").
2. "Software" includes the executable computer programs, the source code and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

5. The Licensee may not use the Software to provide a service to a third party. Using the software to distribute messages for another party is strictly prohibited without the written consent of the vendor.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

8. The license fee for this Agreement will consist of the original purchase price of \$3,995.00 CAD plus an annual hosting, support and maintenance fee of \$3,995.00 CAD. The hosting, support and maintenance fee is payable annually and renewable April 1, 2019. The annual renewal for hosting, support and maintenance services is at the discretion of the Licensee.

Limitation of Liability

9. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
12. The Licensee accepts that communication is dependent upon multiple service providers for the complete transmission and receipt of a message and there will be instances where a message cannot be transmitted due to technical difficulties on the part of the Vendor, the Vendor service provider or the service provider of the recipient.

Data Storage and Access

13. The Licensee will retain sole ownership of all account data and will have access to their data from the program or upon request of the Vendor.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a large initial letter followed by a surname.

14. Software hosting will be provided in a minimum Tier III Data Centre offering redundancy in:
 - Data storage
 - Power
 - Physical Locations
 - Data linkages
15. All data and back-ups will be stored in a Canadian facility.
16. All-Net.ca staff will all adhere to company confidentiality policies and each policy will be made available to the Licensee upon request.
17. Any data provided to the Licensee from the Vendor (All-Net.ca), including phone numbers, have not been scrubbed for "do not call" lists and use of the data is at the responsibility and risk of the Licensee.
18. All data, in whole or in part, provided by All-Net.ca is for the sole use of the Licensee and cannot be distributed to, shared, or used by an external party.

Warrants and Representations

19. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

20. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

21. The Licensee will be entitled to one year of phone support available 9:00 AM to 9:00 PM Central - Weekdays, at no additional cost, for a period of 12 months from the date of Acceptance and through each twelve-month hosting, support and maintenance period as renewed by the Licensee.
22. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of twelve months from the date of Acceptance and through each twelve-month hosting, support and maintenance period as renewed by the Licensee.

Term

23. The term of this Agreement will begin on Acceptance and is perpetual.

A handwritten signature in black ink, appearing to be "Jew", is located in the bottom right corner of the page.

Termination

24. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

25. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

26. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Manitoba for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Manitoba.

Miscellaneous

27. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
28. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
30. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
31. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.



32. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

33. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:

All-Net.ca Inc.
100-28 Queen Elizabeth Way
Winnipeg, Manitoba, Canada R3L 2R1

Town of Dalmeny
Box 400
Dalmeny, SK S0K 1E0

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 12th day of March, 2018.

All-Net.ca Inc.

Vernon Sabeski


Signature of All-Net.ca Inc.

Town of Dalmeny

JON KROEKER
Name of Licensee's Agent

MAYOR
Title of Licensee's Agent
Original Signed by Mayor Jon Kroeker

JIM WENINGER
Name of Licensee's Agent

TOWN ADMINISTRATOR/CAO
Title of Licensee's Agent
Original Signed by CAO Jim Weninger